OFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] (312) 782-9000 ANDREW SACHS B. SEND ACKNOWLEDGMENT TO: (Name and Address) AFTER RECORDING RETURN TO: Attn: Christine A. Renner LandAmerica Nat'l Comm. Svcs. 10 S. LaSalle Street, Suite 2500 Chicago, IL 60603 CHL - 35015



Doc#: 0509727135 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 04/07/2005 03:20 PM Pg: 1 of 4

		THE ABOVE	SPACE IS FU	R FILING OFFICE USE	ONLT
	ULL LCA: NAME - insert only one debtor name (1a or 1b)	-do not abbreviate or combine names			
1a. ORGANIZATION'S					
	ESTATE, LLC				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	MIDDLE NAME	
1c. MAILING ADDRESS	0.6	CITY	STATE	POSTAL CODE	COUNTRY
656 W. RANDOLPH STREET, STF 400W		CHICAGO	IL	60661	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE 1e. TYPE OF O GANILATION	1f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID#, if any	
	ORGANIZATION LLC	ILLINOIS	0140	01238	NONE
2. ADDITIONAL DEBTO	DR'S EXACT FULL LEGAL NAME - insert o ly gr a d	btor name (2a or 2b) - do not abbreviate or com	bine names		
2a. ORGANIZATION'S	NAME				
OR OR INDIVIDUALISTAS			MIDDLE	· NAME	SUFFIX
2b. INDIVIDUAL'S LAS	TNAME	IRST NAME	WILDOLE	NAME	SOFFIX
2c, MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF CREANIZATION	2g. ORG	SANIZATIONAL ID#, if any	
	ORGANIZATION DEBTOR				NONE
3. SECURED PARTY	S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/F) -insert only <u>one</u> secured party na(3r or 3b)			
3a. ORGANIZATION'S	NAME	10			
NATIONAL	. CITY BANK OF THE MIDWE	EST	_		
OR 3b. INDIVIDUAL'S LAS	TNAME	FIRST NAME	MIDDLE	NAME	SUFFIX
3c MAILING ADDRESS		CITY	ST/ (E	POSTAL CODE	COUNTRY
**· ··· ·· · · · · · · · · · · · · · ·		= · · ·	IL	60523	USA
2021 SPRING ROAD, SUITE 600		OAK BROOK	IL	17-0-123	10371

4. This FINANCING	STATEMENT	covers the followin	g collateral

SEE EXHIBITS A & B, ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LES	SOOK CONDICIONAL CONTRACTOR	AILEE/BAILOR SELLER/BUYER	AG. LIEN NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or rESTATE RECORDS. Attach Addendum	ecorded) in the REAL 7. Check to REQUEST [ADDITIONAL FEE]	SEARCH REPORT(S) on Debtor(s) [optional]	All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA			
JAYS FOODS 6990.9			

0509727135 Page: 2 of 4

UNOFFICIAL COPY

EXHIBIT A

DEBTOR: JFA REAL ESTATE, LLC, an Illinois limited liability company

SECURED PARTY: NATIONAL CITY BANK OF THE MIDWEST

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

- 1. Air actures, trade fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and user sils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in the operation of the "Premises" (as described on Exhibit B hereto);
- 2. All right, title and interest of Debtor now of at any time hereafter existing, in and to all highways, roads, streets, allies and other public thoroughfares and all strips and gores adjoining or within the Premises or any part thereof;
- 3. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;
- 4. All buildings, structures, improvements, plans of works and fixtures now or at any time hereafter located on the Premises and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof;
- 5. Debtor's rights, title, and interest in all personal property used or to be used in connection with the operation of the Premises, including without limitation all goods, equipment and inventory located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;
- 6. Debtor's rights, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any

0509727135 Page: 3 of 4

UNOFFICIAL COPY

amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

- 7. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises, including, without limitation, all management and other service contracts, certificates of need, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;
- 8. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to the Premises or to any property row or at any time hereafter comprising a part of the property subject to Debtor's mortgage to secured party, all right, title and interest of Debtor, whether nor or at any time hereafter existing, and all reversions and remainder to the Premises and such other property;
- 9. Dector's right, title, and interest in the rents, income, issues, royalties, revenues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;
- 10. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, credit and receivables, lottery winnings and general intangibles relating to the Premises.
- 11. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now hereafter located on the Premises or described in the mortgage securing the Premises, the use of occupancy thereof, or the business conducted thereon;
- 12. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and other property and interests subject to the mortgage from Debtor to Secured Party into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;
- 13. All building materials and goods owned by Debtor which are procured or to be procured for use in or in connection with the Premises for the construction of additional premises, whether or not such materials and goods have been delivered to the Premises;
- 14. All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; and
- 15. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property, and any and all after acquired right, title or interest in and to any of the property described in this Exhibit A.

0509727135 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

A TRACT OF LAND DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE LINE 126.50 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED (SAID EAST STREET LINE BEING A LINE 50 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5); WITH THE NORTH LINE OF WEST 44TH STREET AS SHOWN ON THE ALAT OF DEDICATION FOR PUBLIC STREET OF CERTAIN PARCELS IN THE WEST 1/2 OF SAID SECTION 5, RECORDED DECEMBER 31, 1969 IN THE COOK COUNTY RECORDER'S OFFICE AS DCCUMENT 2104001, WHICH POINT OF BEGINNING IS 625.40 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG THE LINE 126.50 FEET EAST FXCM AND PARALLEL WITH THE SAID EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, A DISTANCE OF 311.27 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 314.13 FEET OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, A DISTANCE OF 240.00 FEET; THENCE SOUTH ALONG THE LINE 366.50 FEET EAST FROM AND PARALLEL WITH THE SAID LAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, A DISTANCE OF 310.35 FEET TO THE INTERSECTION WITH THE AFORESAID NORTH LINE OF WEST 44TH STREET AS SHOWN ON SAID PLAT OF DEDICATION; THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 225.85 FEET TO A POINT WHICH IS 140.65 FEET EAST FROM SAID EAST LINE OF SOUTH / SHLAND AVENUE AS WIDENED AND 625.40 FEET (MEASURED PARALLEL WITH SAID EAST LINE OF SOUTH ASHLAND AVENUE) SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 5, SAID STRAIGHT LINE BEING THE AFORESAID NORTH LINE OF WEST 44TH STREET AS S'HOWN ON SAID PLAT OF DEDICATION; THENCE WEST ALONG A LINE WHICH IS 625.40 (MFASURED ALONG SAID EAST LINE OF SOUTH ASHLAND AVENUE AS WIDENED), SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 5 (SAID LINE BEING THE AFORESAID NORTH LINE OF WEST 44TH STREET AS SHOWN ON SAID PLAT OF DEDICATION), A DISTANCE OF 14.15 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINO'S.

COMMONLY KNOWN AS: 1540 W. 44TH STREET, CHICAGO, ILLINOIS

P.I.N.: 20-05-300-032