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Doc#: 0512242182
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 05/02/2005 01:58 PM Pg: 1 of 4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

EQUIBASE CAPITAL GROUP, LLC
1200 NORTH ASHLAND AVENUE, SUITE 522
CHICAGO, ILLINOIS 60622
ATTENTION: PETER T. WALL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
BRIC/SPRINGFIELD LLC

OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
9359 TIMBERLINE DRIVE MINOCQUA WI 54548 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
NONE
LLC NONE 01434721

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
EVEREST REAL ESTATE FUND, LLC

OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1200 N. ASHLAND AVENUE, #522 CHICAGO IL 60622 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY RECORDER'S OFFICE

Handwritten notes: 825024-1 D2 AEM, 825024-1 D2 AEM, 825024-1 D2 AEM



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Debtor: BRIC/Springfield LLC
9359 Timberline Drive
Minocqua, Wisconsin 54548

Secured Party: Everest Real Estate Fund, LLC
1200 N. Ashland Avenue, Suite 522
Chicago, Illinois 60622

EXHIBIT A
TO
UCC FINANCING STATEMENT

The Financing Statement covers the following types (or items) of property:

"Mortgaged Property" means all of Debtor's right, title, interest and estate in and to the Land as legally described on **Exhibit B** attached hereto, the Buildings, the Fixtures and the Personalty, whether now owned or leased or hereafter acquired, together with:

- (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, air rights, development rights or credits, zoning rights, appendages and appurtenances in anywise appertaining thereto, and all right, title and interest of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, and all right, title and interest of Debtor in and to all rights, royalties and profits with respect to all minerals, coal, oil, gas and other substances of any kind or character on or underlying the Land, together with all right, title and interest of Debtor in and to all water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant);
- (ii) all rights of Debtor (but not its obligations) under any contracts and agreements, including, without limitation, construction contracts and architectural agreements, relating to the Land, the Buildings, the Fixtures or the Personalty;
- (iii) all of Debtor's right, title and interest in and to all permits, licenses, franchises, certificates, authorizations, consents, approvals and other rights and privileges (each, a "**Permit**") obtained in connection with the Land, the Buildings, the Fixtures or the Personalty or the use or operation thereof;
- (iv) all of Debtor's right, title and interest in and to all plans and specifications, designs, schematics, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Land, the Buildings, the Fixtures or the Personalty;

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- (v) all of Debtor's right, title and interest in and to all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Buildings, the Fixtures or the Personalty or any part thereof or any interest therein or from the operation thereof;
- (vi) all of Debtor's right, title and interest in and to all Leases now or hereafter in effect and all Rents, royalties, bonuses, issues, profits, revenues or other benefits arising from or attributable to the Land, the Buildings, the Fixtures or the Personalty, unless specifically excluded in the Loan Agreement;
- (vii) all of Debtor's right, title and interest in and to all betterments, additions, alterations, appurtenances, substitutions, replacements and revisions to the Land, the Buildings, the Fixtures or the Personalty and all reversions and remainders relating thereto;
- (viii) all of Debtor's right, title and interest in and to any awards, remuneration, settlements or compensation now or hereafter made by any Governmental Authority pertaining to the Land, the Buildings, the Fixtures or the Personalty, including, without limitation, those arising from or attributable to any vacation of, or change of grade in, any streets affecting the Land or the Buildings;
- (ix) all of Debtor's right, title and interest in and to all awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Land, the Buildings, the Fixtures, the Personalty or any of the property and rights described in the foregoing clauses (i) through (viii), including, without limitation, all insurance, condemnation and tort claims, refunds of real estate taxes and assessments, rent claims and other obligations dischargeable in cash or cash equivalents; and
- (x) all other property and rights of Debtor of every kind and character relating to and/or used or to be used in connection with the foregoing, and all proceeds and products of any of the foregoing.

As used in this Mortgage, the term "**Mortgaged Property**" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein. Any terms not defined herein shall have the meaning ascribed to such term in the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party and dated as of April 27, 2005.

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EXHIBIT B
TO
UCC FINANCING STATEMENT

LEGAL DESCRIPTION

THE SOUTH HALF OF LOT 2, ALL OF LOTS 3, 4 AND 5 (EXCEPT THE SOUTH 38.22 FEET) (EXCEPT THE WEST 9 FEET OF ALL OF SAID LOTS FOR ALLEY) IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 310 South Green Street, Chicago, Illinois 60607

Permanent Index Numbers: (i) 17-17-227-008-0000; (ii) 17-17-227-009-0000;
(iii) 17-17-227-010-0000; and (iv) 17-17-227-011-0000 (affects part of this parcel and other property).