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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 07/18/2005 01:14 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SECURED PARTY KNOWLEDGMENT TO: (Name and Address)

MUCH SHELIST
191 N. Wacker Drive, Suite 1800
Chicago, Illinois 60606
Attn: Andrew W. Lapin

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
CITY CENTER PROPERTIES, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
110 NORTH YORK ROAD ELMHURST IL 60126 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC ILLINOIS 00847208 NONE

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. TAX ID #: SSN OR EIN 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
BANCO POPULAR NORTH AMERICA

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
9600 W. BRYN MAWR, SUITE 400 ROSEMONT IL 60018 USA

4. This FINANCING STATEMENT covers the following collateral:
See Exhibit A attached hereto and made a part hereof.

Near North National Title
222 N. LaSalle
Chicago, IL 60601

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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY RECORDER OF DEEDS

Handwritten notes: 01050629x 01050961 Cook Co, IL

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EXHIBIT A

TO

FINANCING STATEMENT BETWEEN

CITY CENTER PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
("DEBTOR"),

AND

BANCO POPULAR NORTH AMERICA ("SECURED PARTY")

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY:

All of Debtor's estate, right, title and interest in, to and under that certain real property located in the County of Cook, State of Illinois, more particularly described in attached and incorporated Exhibit "B" (the "Premises"):

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Premises, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Debtor and on, or used in connection with the Premises or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Debtor or on its behalf ("Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral rights, air rights, development rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Premises, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Debtor thereon, to be applied against the Indebtedness, all of which Debtor hereby absolutely and unconditionally assigns to Secured Party; provided, however, that Debtor, so long as no Event of Default (as defined in the Mortgage) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Debtor in all leases now or hereafter on the Premises, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder, all of which Debtor hereby absolutely and unconditionally assigns to Secured Party, subject, however, to the conditional permission hereinabove given to Debtor to collect the rentals under any such Lease;

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TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Debtor and forming a part of or used in connection with the Premises or the Improvements, including, but 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, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, 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, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the Premises or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as defined in the Mortgage); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing ("**Mortgage**") executed by Debtor in favor of Secured Party, encumbering the Premises and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code as adopted in the State of Illinois in effect from time to time ("**Code**"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Secured Party, as a secured party, and Debtor, as debtor, all in accordance with the Code;

TOGETHER WITH all of Debtor's interests in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Debtor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts, contract rights, health-care-insurance receivables, bank debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Premises; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

UNOFFICIAL COPY**EXHIBIT B****TO****FINANCING STATEMENT BETWEEN****CITY CENTER PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
("DEBTOR"),****AND****BANCO POPULAR NORTH AMERICA ("SECURED PARTY")****LEGAL DESCRIPTION OF REAL ESTATE****1.**

That part of the Northeast 1/4 of the Northwest 1/4 of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian, in City of Chicago in the County of Cook in the State of Illinois bounded on the East by the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12, bounded on the West by a line which is 534 feet West of and parallel to the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12, bounded on the North by a line which is 31 feet, by rectangular and radial measurement, South of the North line of the parcel of land conveyed by John S. Phipps, and others as trustees to the Michigan Central Railroad Company by Deed dated January 12, 1924 recorded May 2, 1924 in Book 19509, Page 504 as document number 8396743 of the Records of the Recorder of Cook County, Illinois and bounded on the South by the Center line (extended East) of 48th Place in the City of Chicago as described in instrument dated December 16, 1957 executed by the Michigan Central Railroad Company and the New York Central Railroad Company to the City of Chicago recorded December 27, 1957 as document number 17098211 in the Records of the Recorder of Deeds of Cook County, Illinois.

PROPERTY ADDRESS OF REAL ESTATE:

2820 W. 48th Place
Chicago, Illinois

PERMANENT TAX IDENTIFICATION NUMBER:

19-12-101-036

2.

A parcel of land consisting of all of Lots 134 and 135 and a part of Lot 136; together with that part of the vacated alley, lying West of and adjoining said Lots 134 and 135 and part of Lot 136, all in Frederick H. Bartlett's 47th Street Subdivision of Lot "C" in Circuit Court Partition in Section 3, Township 38 North, Range 13 East of the Third Principal Meridian, and consisting also of a part of Lot "B" in the Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4, lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat of said Circuit Court Partition recorded in the Office of the Recorder

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Cook County, Illinois in Book 67 of Plats, Page 44, on April 29, 1897, as document 2530529, said parcel of land being bounded and described as follows:

Beginning at the point of intersection of the East line of South Tripp Avenue, (a private street), said East street line being a line 1008.93 feet East from and parallel with the North and South centerline (hereinafter defined) of said Section 3, with the South line of West 45th Street, (a private street), said South street line being a line 1366.32 feet South from and parallel with the East and West centerline (hereinafter defined) of said Section 3, and running thence East along said South Street line a distance of 191.46 feet to its intersection with the East line of said Lot "B"; thence South along said East lot line a distance of 0.57 feet to its intersection with a Westward extension of the North line of said Lot 134; thence East along said Westward Extension and along said North line, a distance of 98.61 feet to the Northeast corner of said Lot 134; thence South along the East line of said Lots 134 and 135 a distance of 150.09 feet to the Easterly extension of the South face of a 1.03 foot concrete block wall; thence West along said South face and its extensions 290.37 feet to the East line of said South Tripp Avenue; thence North along said East line 152.32 feet to the point of beginning, in Cook County, Illinois.

The foregoing description is based upon the following definitions:

The North and South Centerline of said Section 3 is defined as a straight line drawn from a point on the North line of said Section 3, measured 2,648.14 feet West from the Northeast corner of said Section 3 and measured 2642.84 feet East from the Northwest corner of said Section 3, to a point on the South line of said Section 3, measured 2,669.37 feet West from the Southeast corner of said Section 3 and measured 2,668.04 feet East from the Southwest corner of said Section 3.

The East and West Centerline of said Section 3 is defined as straight line drawn from a point on the East line of said Section 3, measured 2,597.19 feet South from the Northeast corner of said Section 3 and measured 2,669.84 feet North from the Southeast corner of said Section 3 to a point on the West line of said Section 3, measured 2,598.77 feet South from the Northwest corner of said Section 3 and measured 2,661.19 feet North from the Southwest corner of said Section 3 all in Cook County, Illinois.

PROPERTY ADDRESS OF REAL ESTATE:

4501 S. Tripp Ave.
Chicago, Illinois

PERMANENT TAX IDENTIFICATION NUMBERS:

19-03-400-105; 19-03-411-001; 19-03-411-003;