

# UNOFFICIAL COPY



Doc#: 0520202196  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 07/21/2005 01:42 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)

DREW J. SCOTT, ESQ.  
SCOTT & KRAUS, LLC  
150 SOUTH WACKER DRIVE, SUITE 2900  
CHICAGO, ILLINOIS 60606

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

8278171 D2 RF 4084  
1418228

### 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  
CATHERINE COURTS CONDOMINIUM, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
145 SOUTH NORTHWEST HIGHWAY PARK RIDGE IL 60068 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD LIABILITY 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 0149-686-8  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. 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  
PARKWAY BANK AND TRUST COMPANY

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS IL 60706 USA

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL COLLATERAL CURRENTLY OWNED OR HEREAFTER ACQUIRED BY DEBTOR AS FURTHER DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IT RELATES TO THE PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PARTY HEREOF.

## 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) (OPTIONAL FEE)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

4  
8

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## EXHIBIT A

### Description of Collateral

DEBTOR: CATHERINE COURTS CONDOMINIUM, LLC,  
an Illinois limited liability company

SECURED PARTY: PARKWAY BANK AND TRUST COMPANY

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Debtor does hereby GRANT, SELL, CONVEY, WARRANT, MORTGAGE and ASSIGN unto Secured Party, its successors and assigns and does hereby grant to Secured Party, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described below, all of same being collectively referred to herein as the "Property":

A. That certain real estate lying and being located at 8439-8503 West Catherine Avenue, 5310 North Chester Avenue, 5306 North Cumberland Avenue and 5348-5388 North Cumberland Avenue, Chicago, Illinois, more particularly described in Exhibit B attached hereto and made a part hereof (the "Real Estate");

B. All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Real Estate and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used in connection with the Real Estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including, without limitation, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Real Estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Real Estate and for the purpose of this financing statement to be Real Estate and covered by this financing statement;

C. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any

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wise appertaining to the Real Estate and the buildings and improvements now or hereafter located hereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all leases, and all credits, deposits, privileges, rights, options to renew, extend and any other options or rights of Debtor under all leases and renewals thereof or under any contracts or options for the sale of all or any part of said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Debtor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Secured Party;

D. All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards");

E. All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by installation or writing of any kind, be subjected to the lien hereof;

F. All rights in and to common areas and access roads or adjacent properties heretofore or hereafter granted to Debtor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Real Estate or any part thereof;

G. All of Debtor's accounts, health-care insurance receivables, goods, general intangibles, chattel paper, notes, instruments, equipment, machinery, inventory, cash, cash equivalents and causes of action; and

H. Any and all additions and accessories to all of the foregoing and any and all products, proceeds, renewals, replacements and substitutions of all of the foregoing.

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## EXHIBIT B

### Legal Description

THAT PART OF LOTS 1, 2, 3 AND 4 IN ALBERT SCHORSCH SONS' CATHERINE COURTS TRACT NUMBER 1 IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES 00' 00" WEST ALONG THE NORTH LINE OF LOTS 1 AND 3 FOR A DISTANCE OF 731.99 FEET; THENCE SOUTH 00 DEGREES 00' 00" EAST AT RIGHT ANGLES THERETO 313.50 FEET; THENCE NORTH 90 DEGREES 00' 00" WEST PARALLEL WITH THE NORTH LINE OF LOT 3, A DISTANCE OF 233.764 FEET; THENCE SOUTH 00 DEGREES 00' 00" EAST 313.76 FEET TO THE SOUTH LINE OF LOT 4; THENCE SOUTH 89 DEGREES 58' 00" EAST ALONG THE SOUTH LINE OF LOT 4 AFORESAID, A DISTANCE OF 285.69 FEET TO THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH 01 DEGREES 41' 30" EAST ALONG THE EAST LINE OF LOT 4 AND THE MOST WESTERLY EAST LINE OF LOT 2 AFORESAID BEING THE WEST LINE OF NORTH CHESTER AVENUE FOR A DISTANCE OF 175.70 FEET; THENCE CONTINUING NORTHWESTERLY, EASTERLY AND SOUTHERLY ALONG THE PROPERTY LINE OF CUL-DE-SAC KNOWN AS NORTH CHESTER AVENUE BEING AN ARC OF A CIRCLE CONVEX NORTHERLY, HAVING A RADIUS OF 45.0 FEET FOR A DISTANCE OF 208.65 FEET TO A WEST LINE OF LOT 2 (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 88 DEGREES 17' 59" EAST A DISTANCE OF 66.0 FEET); THENCE SOUTH 01 DEGREES 41' 30" WEST ALONG A WEST LINE OF LOT 2 BEING THE EAST LINE OF NORTH CHESTER AVENUE 173.78 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 58' 00" EAST ALONG THE SOUTH LINE OF LOT 2 AFORESAID 595.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 01 DEGREES 41' 30" EAST ALONG THE EAST LINE OF LOT 2 AFORESAID 160.33 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 58' 00" WEST ALONG A NORTH LINE OF LOT 2 AFORESAID 160.00 FEET TO A CORNER OF LOT 2; THENCE NORTH 01 DEGREES 41' 30" EAST ALONG ANOTHER LINE OF LOT 2 AND A LINE OF LOT 1 AFORESAID 317.77 FEET TO A CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 58' 00" EAST ALONG A SOUTH LINE OF LOT 1 AFORESAID 160.0 FEET TO A SOUTHEAST CORNER OF LOT 1; THENCE NORTH 01 DEGREES 41' 30" EAST ALONG THE EAST LINE OF LOT 1 AFORESAID 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number:      12-11-119-006-0000      12-11-119-015-0000  
    12-11-119-016-0000      12-11-119-017-0000

Commonly known as:      8439-8503 West Catherine Avenue  
    5310 North Chester Avenue  
    5306 North Cumberland Avenue  
    5348-5358 North Cumberland Avenue  
    Chicago, Illinois 60656