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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/21/2005 01:18 PM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

T. RANDALL GRAEB  
BARACK FERRAZZANO KIRSCHBAUM  
PERLMAN & NAGELBERG LLP  
333 W. WACKER DRIVE, SUITE 2700  
CHICAGO, ILLINOIS 60606

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

05030502 a (219)21 am

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  
RIDGE BEDFORD PARK II, LLC

OR  
1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS  
C/O RIDGE PROPERTY TRUST, 8430 W. BRYN MAWR RD

CITY  
CHICAGO

STATE  
IL

POSTAL CODE  
60631

COUNTRY  
USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
LLC

1f. JURISDICTION OF ORGANIZATION  
DELAWARE

1g. ORGANIZATIONAL ID #, if any  
3879276

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  
JPMORGAN CHASE BANK, N.A.\*

OR  
3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS  
1 BANK ONE PLAZA, MAIL CODE IL 1-0958

CITY  
CHICAGO

STATE  
IL

POSTAL CODE  
60670

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE COLLATERAL, WHETHER NOW OWNER OR HEREAFTER ACQUIRED OR ARISING AND AS MORE PARTICULARLY DESCRIBED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF WHICH IS LOCATED ON OR RELATED TO THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

\* ITS SUCCESSORS AND/OR ASSIGNS

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 (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional):  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
BKON005 COOK COUNTY FIXTURE FILING

**UNOFFICIAL COPY****UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

RIDGE BEDFORD PARK II, LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

Real property is described on the attached Exhibit A.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is record owner.

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustees acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

 Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

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## SCHEDULE 1 TO UCC FINANCING STATEMENT

<u>Debtor</u>	<u>Secured Party</u>
Ridge Bedford Park II, LLC ("Debtor") c/o Ridge Property Trust 8430 W. Bryn Mawr, Suite 400 Chicago, Illinois 60631 Attn: Mr. James Martell	JPMORGAN CHASE BANK, N.A. ("Secured Party") 1 Bank One Plaza Mail Code IL 1-0958 Chicago, Illinois 60670 Attn: Mr. Michael J. Melind

All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Mortgage, Assignment of Rents and Security Agreement from Debtor, as Borrower, to Secured Party, as Lender dated as of September 20, 2005.

Debtor does hereby grant a lien and/or security interest, as applicable, in, and grant, convey, assign, mortgage and warrant and confirm, to Secured Party and its successors and assigns forever, all of the property now or hereafter owned by Debtor or used or obtained by Debtor in connection with the operation of the Project (as defined in the Loan Agreement), or other rights or assets, described in the following paragraphs (the "**Mortgaged Property**"):

A. All those certain tracts, pieces or parcels of land legally described in Exhibit A attached hereto and hereby made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "**Land**"); and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "**Improvements**"), and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, chairs, desks, lamps, bookcases, keys or other entry systems, drink dispenser, icemakers, radios, television, intercom and paging equipment, electronic equipment, dictating equipment, telephone systems, elevators, escalators, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, medical equipment, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders 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; and

D. Each and every lease or sublease, license and agreements and other document or instrument, including, without limitation, those described in Paragraph C above, granting to any person or entity any right to

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use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the Improvements, whether heretofore, now or hereafter entered into (the "Leases"); and

E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Project from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Paragraph D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits, escrow funds, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the Project or any commercial space located in the Mortgaged Property or acquired from others including, without limitation, from the rental of any warehouse space, office space, retail space, commercial space, or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space or every kind, license, lease, sublease and concession fees and rentals, membership fees, vending machine sales and proceeds 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) (collectively, the "Rents"); and

F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 306 of the Uniform Commercial Code, as adopted in Illinois; and

G. All inventory, accounts, including, without limitation, any cash collateral accounts, cash receipts, deposit accounts, accounts receivable, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, proceeds of the sale of promissory notes, any other rights to the payment of money; and

H. All of the aforementioned personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, customer lists, books of account, files, supplier lists, and all trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute proceeds of collateral pursuant to Section 9-102(a)(64) of the Uniform Commercial Code, as adopted in Illinois (the "Personalty"); and

I. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Debtor is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, any interest rate swap, cap, collar or other interest rate hedging product relating to the Loan (as defined in the Loan Agreement) entered into between Debtor and Secured Party (or its Affiliate), contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein, and all rights, powers, privileges, benefits and remedies of Debtor thereunder; and

J. To the extent assignment thereof is legally permissible, all franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

K. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

L. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and

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payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

M. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

N. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Affiliate of Secured Party now or at any time hereafter, all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

O. All right, title and interest of Debtor arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Project on the Mortgaged Property; and

P. All right, title and interest of Debtor under any agreement relating to a Rate Management Transaction.

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## EXHIBIT A TO UCC FINANCING STATEMENT

### Debtor

Ridge Bedford Park II, LLC ("Debtor")  
c/o Ridge Property Trust  
8430 W. Bryn Mawr, Suite 400  
Chicago, Illinois 60631  
Attn: Mr. James Martell

### Secured Party

JPMORGAN CHASE BANK, N.A. ("Secured Party")  
1 Bank One Plaza  
Mail Code IL 1-0958  
Chicago, Illinois 60670  
Attn: Mr. Michael J. Melind

### LEGAL DESCRIPTION

LOT 1 IN BELFORD PARK COMMERCE CENTER III BEING PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF SUBDIVISION RECORDED SEPTEMBER \_\_\_\_\_, 2005 AS DOCUMENT NUMBER \_\_\_\_\_, IN COOK COUNTY, ILLINOIS.

\* 0526439063

For informational purposes only:

PIN Nos.:

- 19-28-100-044-0000
- 19-28-100-048-0000
- 19-28-100-046-0000
- 19-28-100-047-0000
- 19-28-100-045-0000
- 19-28-100-054-0000
- 19-28-100-053-0000
- 19-28-100-008-0000
- 19-28-102-011-0000

Commonly known as:

7401 South Linder Avenue  
Bedford Park, Illinois