#### UNOFFICIAL COPY Doc#: 0532741194 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds **UCC FINANCING STATEMENT** Date: 11/23/2005 12:21 PM Pg: 1 of 6 FOLLOW INSTRUCTIONS (front and back) CAREFULLY A, NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) \$315929 D2 AEM THOMAS P. DUFFY WILDMAN HARROLD ALLEN & DIXON LLP 225 WEST WACKER DRIVE CHICAGO, ILLINOIS 60606 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL LECAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1a. ORGANIZATION'S NAME 1358 GREENLEAF LLC OR 16. INDIVIDUAL'S LAST NAME SUFFIX FIRST NAME MIDDLE NAME STATE POSTAL CODE COUNTRY 1c. MAILING ADDRESS 3601 WEST DEVON, SUITE 9 **CHICAGO** IL 60659 ADD'L INFO RE 1e. TYPE OF ORGANIZ . FION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any 1d. TAX ID #: SSN OR EIN ORGANIZATION 0152 456 9 **ILLINOIS** LLC NONE DEBTOR 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one rebit name (2a or 2b) - do not abbreviate or combine names 2a ORGANIZATION'S NAME OR 26. INDIVIDUAL'S LAST NAME FIRST AME MIDDLE NAME SUFFIX STATE POSTAL CODE COUNTRY 2c. MAILING ADDRESS CITY 2f. JURISDICTION OF ORC ANT ATION 2g. ORGANIZATIONAL ID #, if any 2d. TAX ID #: SSN OR EIN ADD'L INFO RE **ORGANIZATION** NONE 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (39 or 50) 3a. ORGANIZATION'S NAME COLE TAYLOR BANK OR 3b. INDIVIDUAL'S LAST NAME IDDLE NAME SUFFIX FIRST NAME 3c. MAILING ADDRESS PUSTA CODE COUNTRY IL 50459 5501 WEST 79TH STREET BURBANK 4. This FINANCING STATEMENT covers the following collateral: SEE ITEMS OF COLLATERAL SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF WHICH RELATE TO THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT

B ATTACHED HERETO AND MADE A PART 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) ESTATE RECORDS. Attach Addendum	in the REAL 7, Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	
C5890.195	

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UCC FINANCING STATEM FOLLOW INSTRUCTIONS (front and back						
9. NAME OF FIRST DEBTOR (1a or 1b)		EMENT				
9a. ORGANIZATION'S NAME						
1358 GREENLEAF LL	C	İ				
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
1						
10. MISCELLANEOUS:						
			THE ABOVE S	SPACE	IS FOR FILING OFFIC	E USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FU	LL LECAL NAME - insert only one na	ame (11a or 11b) - do not abbrevia	ate 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
		D -				
11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR		11 URISDICTION OF ORGANI	IZATION [1	11g. OR(	GANIZATIONAL ID #, if an	y None
12. ADDITIONAL SECURED PART	Y'S or ASSIGNOR S/P'S	NAME insert only one name (	12a or 12b)			
12a. ORGANIZATION'S NAME		0,				
OR COLUMNIC COLOR TO LANGE		<u> </u>				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
		low.		STATE	POSTAL CODE	COUNTRY
12c. MAILING ADDRESS		CITY		SIAIL	FOSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers	timber to be cut or as-extracted	16. Additional collateral descrip	tion:			
collateral, or is filed as a fixture filing.		To: Maditional Conditional Gooding				
14. Description of real estate:		SEE EXHIBIT A	4	<b>-</b> /		
		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	-	25		
SEE EXHIBIT B						
					Ux	
					OFFICE	
					0	
	•					
15. Name and address of a RECORD OWNER of	of ahove-described real estate					
(If Debtor does not have a record interest):						
		17. Check only if applicable and	I check <u>only</u> one box.			
		Debtor is a Trust or Tr	•	pect to p	roperty held in trust or	Decedent's Estat
		18. Check only if applicable and		· · · · · ·		
		Debtor is a TRANSMITTING	UTILITY			
		Filed in connection with a M	lanufactured-Home Tra	ansactio	n effective 30 years	
		Filed in connection with a P	ublic-Finance Transac	tion e	ffective 30 years	

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#### **EXHIBIT A**

#### **DESCRIPTION OF COLLATERAL**

All assets of Debtor, including without limitation, the following:

- Debtor's right, title and interest in and to all fixtures and personal 1. property now or hereinafter owned by Debtor and attached to or contained in and used or useful in connection with the property legally described on Exhibit B attached hereto (the "Mortgaged 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, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, tollets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renevals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter acquired, together with all products, proceeds, and accessions relating thereto.
- 2. Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Mortgaged Premises or elsewhere, together with files, books of account, and other records wherever located;
- 3. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the Mortgaged Premises and executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Mortgaged Premises;
- 4. Debtor's right, title and interest in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;
- 5. Debtor's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all

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leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Debtors and Secured Party under the powers granted by the Security Agreement and the other Loan Documents executed by Debtor in favor of Secured Party) with any person or entity pertaining to all or any part of the Mortgaged Premises, whether such agreements have been heretofore or are hereafter made;

- 6. Debtor's right, title and interest in all deposit accounts, earnest money deposits, proceeds of contract sales, accounts receivable, payment intangible and general intangibles relating to the Mortgaged Premises;
- 7. All of Debtor's right, title and interest in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Mortgaged Premises or described in the Mortgage or in the Security Agreement executed in favor of Secured Party in connection herewith, the use or occupancy thereof, or the business conducted thereon;
- 8. All of Debtor's right, title and interest in and to all awards or payments, including interest (nercon, that may be made with respect to the Mortgaged Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Mortgaged Premises;
- 9. All of Debtor's right, title and interest in and to those certain sales contracts entered into by and between Debtor, as seller, and any bona fide third party, as purchaser, and all amendments, modifications, supplements, and addenda thereto, and all earnest money and other deposits received by Debtor thereunder (hereinafter referred to as the "Existing Sales Contracts") and all other sales contracts that may hereinafter be executed by or on behalf of Debtor, and all amendments, modifications, supplements, and addenda thereto (the Existing Sales Contracts and all such other sales contracts being hereinafter collectively referred to as the "Sales Contracts"), as more fully described in that certain Security Agreement and Collateral Assignment of Real Property Purchase Contracts dated as of November 14, 2005, by and between Debtor and Secured Party;
- 10. All of Debtor's right, title and interest in and to that certain account known as Cole Taylor Bank Account No. <u>0691-97660</u> (Operating Account), together with all proceeds of, substitutions and replacements for the foregoing in whatever form, including without limitation, cash, checks, drafts and other instruments for the payment of money, chattel paper, security agreements and all other documents and instruments.
- 11. All of Debtor's right, title and interest in and to that certain account known as Cole Taylor Bank Account No. <u>DGD-13747</u> (Earnest Money Account), together with all proceeds of, substitutions and replacements for the foregoing in whatever form, including without limitation, cash, checks, drafts and other instruments for the payment of money, chattel paper, security agreements and all other documents and instruments.

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12. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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#### **EXHIBIT B**

#### LEGAL DESCRIPTION

LOTS 16 AND 17 IN WILLIAM M. DEVINE'S 2ND BIRCHWOOD BEACH SUBDIVISION IN ROGERS PARK BEING A SUBDIVISION OF BLOCK 2 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Delth of County Clerk's Office

PIN NO. 11-32-106-007-0000