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Doc#: 0535541005 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2005 09:34 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Elizabeth Szklarz
CHAPMAN AND CUTLER LLP
111 W. MONROE STREET
CHICAGO, IL 60603

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
JCG INDUSTRIES, INC.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
Attn: JOSEPH C. GRENDYS, 1300 W. HIGGINS ROAD PARK RIDGE IL 60068 U.S.A.

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION CORPORATION 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 56755152 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
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
*1300 SOUTH CLINTON STREET FORT WAYNE IN 46502 U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

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

File with the Real Estate Records in Cook County, Illinois Add'l Pages: 4 #1620285

BOX 314

766926-002
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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 JCG INDUSTRIES, INC.		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

*c/o Delaware Investment Advisers

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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	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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:

16. Additional collateral description:

See Schedule I attached hereto and made a part hereof.

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

Record Owner is Debtor

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

Debtor is a Trust or Trustee 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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EXHIBIT A

Annexed to FINANCING STATEMENT, made by, **JCG INDUSTRIES, INC., an Illinois corporation**, Debtor, in favor of **THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation**, Secured Party:

1. All furniture, furnishings, fixtures, equipment, inventory, machinery, apparatus, fittings, structures, buildings, and other improvements now or hereafter owned by Debtor and attached to or used in connection with or in the operation of the real property described in Exhibit B annexed hereto (the "Real Property"), which is the same real property defined as the "Premises" in that certain Mortgage and Security Agreement (the "Mortgage") dated as of **December 19, 2005**, made, executed and delivered by Debtor to Secured Party, including but not necessarily limited to all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows, stoves; refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; electrical and water distribution systems; water purification systems; partitions, furniture of any public spaces, halls and lobbies; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all additions thereto and replacements thereof, including without limitation any and all property of similar type or kind hereafter located on or at the Premises; together with (a) all right, title and interest of Debtor in all materials intended for construction, reconstruction, alteration or repair of the improvements, such materials to be deemed included in the Real Property immediately upon delivery to the Real Property; (b) any and all awards or payments, including interest thereon, and the right to receive the same, which may arise from or relate to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) alteration of the grade of any street, or (iii) any other injury to or decrease in the value of the Premises; (c) any and all sums at any time on deposit for the benefit of Secured Party or held by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Mortgage; (d) all accounts and general intangibles arising from or relating to the Premises; (e) bonuses, rents, royalties, rights and benefits accruing under all oil, gas and mineral leases affecting the Premises; (f) all proceeds from the sale or other disposition of any personal property or interests in which Debtor has granted a security interest in favor of Secured Party and receivables arising out of the operation of the Premises; and (g) all other now owned or hereafter acquired personal property (tangible and intangible) arising from or relating to the Premises including, but not limited to all Inventory, Equipment, Accounts, General Intangibles, Fixtures, Documents, Instruments, Investment Property, Letter of Credit Rights, Money, Chattel Paper, As-Extracted Collateral, Deposit Accounts and Supporting Obligations (all as defined in the UCC) arising from or relating to the Premises.

2. All of Debtor's right, title and interest, as lessor, landlord or owner, in and to any and all leases or other occupancy agreements or concessions or license agreements or arrangements pertaining to any portion of the Premises and all rents, issues and profits and other amounts of every kind generated by the Premises, all as provided in that certain Absolute Assignment of Leases, Rents and Profits dated as of **December 19, 2005**.

3. All of Debtor's right, title and interest under, in and to all instruments, contracts, contract rights, agreements, general intangibles and other documents, management agreements, *if any*, including but not limited to that certain Management Agreement dated N/A, between Debtor, as N/A and N/A, a N/A as N/A, and all amendments and modifications thereto from time to time, together with any and all management agreements entered into by Debtor in the future, together with the following:

(a) All permits, operating and health care permits and licenses, certificates of occupancy, building permits, operating covenants, franchise agreements, permits and variances relating to the Premises and all other licenses and permits of any type.

(b) All rights of Debtor to receive utility service.

(c) All books, records and other information, wherever located, that are in Debtor's possession, custody or control or to which Debtor is entitled at law or in equity and which are related to the Premises, including all computer or other equipment used to record, store, manage, manipulate or access the information.

(d) All right, title and interest of Debtor in all intangible personal property relating to the Premises, including choses in action and causes of action (except those personal to Debtor), corporate and other business records, inventions, designs, promotional materials, blueprints, plans, specifications, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims for refunds or rebates of taxes, pension and insurance surpluses, refunds or rebates of taxes and any letter of credit, guarantee, claim, security interest or other security held by or granted to Debtor to secure payment by an account debtor of any of the accounts of Debtor arising out of the ownership, use or operation of the Premises, and documents covering all of the foregoing.

(e) All documents, instruments, money, deposit accounts, funds deposited in accounts established with a bank, savings and loan association, trust company or other financial institution in connection with the ownership, use or operation of the Premises, including any reserve accounts or escrow accounts, and all investments of the funds.

(f) All warranties on the Premises and any personal property of Debtor conveyed or pledged as collateral by Debtor to Secured Party.

(g) All plans, soil test reports, specifications, engineering plans and reports, and any other architectural or engineering data used or useful in connection with the construction of any of the improvements on the Premises.

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- (h) All proceeds and rights to all proceeds in any pending condemnation or proceedings in lieu thereof.
- (i) All surveys.
- (j) The name or names, if any, of the Premises.
- (k) All contracts and/or agreements relating to the Premises or pursuant to which services or goods are rendered to or for the Premises.

Together with any additions or changes to and any extensions, revisions, modifications, substitutions and replacements of all such contracts, agreements and documents, now or hereafter existing, prepared, used, issued, granted or executed in connection with Debtor's interest in the Premises.

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EXHIBIT B
(LEGAL DESCRIPTION)

Lot 2 in Koch Poultry Subdivision, being a subdivision of the North Three-Quarters of the West 1/2 of the West 1/2 of the Northwest 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 8, 2001 as Document 0011050901, in Cook County, Illinois.

Property of Cook County Clerk's Office

Property Address: 2155 North Rose Street
Franklin Park, Illinois
PIN(s): 12-34-100-048