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Doc#: 0600543248 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/05/2006 11:40 AM 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)

CSC Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703-4261

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
RSD RIVER ROAD, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
425 HUEHL ROAD, BUILDING 13 NORTHBROOK IL 60062

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 01360507 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 CITY STATE POSTAL CODE COUNTRY
1 BANK ONE PLAZA CHICAGO IL 60670

4. This FINANCING STATEMENT covers the following collateral:

See Collateral as described on Exhibit A attached hereto and by this reference incorporated herein.

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 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

RECORDER OF DEEDS, COOK COUNTY, ILLINOIS

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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		
OR RSD RIVER ROAD, LLC		
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	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
<input type="checkbox"/> NONE					

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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

See description of real property on Exhibit B attached hereto and by this reference incorporated herein.

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

16. Additional collateral description:

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 TO UCC FINANCING STATEMENT

Debtor:

RSD River Road, LLC
425 Huehl Road
Building 18
Northbrook, Illinois 60062

Secured Party:

JPMorgan Chase Bank, N.A.
1 Bank One Plaza
Chicago, Illinois 60670

Collateral

All of Debtor's estate, right, title and interest, whether now or hereafter acquired, in and to the real estate described in Exhibit B attached hereto and made a part hereof (the "Premises"), together with the following described property, whether now or hereafter acquired by Debtor (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the "Mortgaged Property"), all of which other property is hereby pledged on a parity with the Premises and not secondarily:

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Premises;

(b) All right, title and interest of Debtor, including, without limitation, any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises and/or the improvements thereon, together with all rents, issues, deposits, profits and other benefits now or hereafter arising from or in respect of the Premises and/or the improvements thereon accruing and to accrue from the Premises and the avails thereof;

(e) All fixtures and personal property now or hereafter owned by Debtor and attached to, contained in or used in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings,

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furniture, hardware, heaters, humidifiers, incinerators, inventory, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, 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 be attached to such improvements, it being agreed that all such property owned by Debtor and placed on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purpose of the Mortgage to be part of the real estate constituting and located on the Premises and covered by the Mortgage;

(f) Subject to Section 3.5 of the Mortgage, all judgments, insurance proceeds, awards or damages and settlements which may result from any damage to all or any portion of the Premises and the items of property described in the foregoing clauses (a) through (e), or any part thereof, or to any rights appurtenant thereto;

(g) Subject to Section 3.6 of the Mortgage, all compensation, awards, damages, claims, rights of actions and proceeds of or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises and items of property described in the foregoing clauses (a) through (e), or any part thereof, (ii) damage to all or any portion of the Premises and the items of property described in the foregoing clauses (a) through (e), by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises and the items of property described in the foregoing clauses (a) through (e), or of other property, or (iii) the alteration of the grade of any street or highway on or about the Premises and the items of property described in the foregoing clauses (a) through (e), or any part thereof; and the Secured Party is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and to apply the same toward the payment of the indebtedness and other sums secured hereby;

(h) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to receive payments arising under or in connection with Rate Management Transactions, and all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises or the items of property described in the foregoing clauses (a) through (e), or any part thereof;

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises or the items described in the foregoing clauses (a) through (e);

(j) All building materials and goods which are procured or to be procured for use on or in connection with the Premises or any of the items described in the foregoing clauses (a) through (e), whether or not such materials and goods have been delivered to the Premises;

(k) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services

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to be rendered Debtor, or otherwise in connection with the Premises or any of the items described in the foregoing clauses (a) through (e), and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the items described in any of the foregoing clauses (a) through (e), or construction of additional improvements thereto; and

(l) The proceeds from any sale, transfer, pledge or other disposition of any or all of the Premises and the items described in the foregoing clauses (a) through (e).

Capitalized terms used herein without definition shall have the meanings ascribed to them in that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement made as of December 22, 2005, by Debtor to the Secured Party.

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STREET ADDRESS: 600 N. RIVER ROAD

CITY: MT. PROSPECT

COUNTY: COOK

TAX NUMBER: 03-36-204-054-0000

LEGAL DESCRIPTION:

LOTS 1 TO 41 IN THE FINAL PLANNED UNIT DEVELOPMENT OF HAMILTON RIVERWALK TOWNHOMES, BEING A RESUBDIVISION IN THE NORTH HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2005 AS DOCUMENT NUMBER 0536227009, IN COOK COUNTY, ILLINOIS.

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