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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2006 11:57 AM 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)

SCOTT & KRAUS, LLC
150 SOUTH WACKER DRIVE, SUITE 2900
CHICAGO, ILLINOIS 60606
ATTN: MICHAEL J. OSTY

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 TDK REAL ESTATE VENTURE LAND, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS				
2434 S. WOLF ROAD		CITY WESTCHESTER	STATE IL	POSTAL CODE 60154
				COUNTRY 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 01112902 <input type="checkbox"/> 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 <input type="checkbox"/> 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 LASALLE BANK NATIONAL ASSOCIATION				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS				
135 SOUTH LASALLE STREET		CITY CHICAGO	STATE IL	POSTAL CODE 60603
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL ACCOUNTS, INVENTORY, GOODS, MACHINERY, EQUIPMENT, GENERAL INTANGIBLES, MONIES, DEPOSITS, DEPOSIT ACCOUNTS, ALL BOOKS, ALL RECORDS, ALL OTHER ASSETS OF THE DEBTOR, INCLUDING BOTH TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, ALL ACCESSORIES, SUBSTITUTIONS, REPLACEMENTS AND PROCEEDS TO THE FOREGOING, AS IT RELATES TO THE PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF RELATING TO THE REAL PROPERTY IDENTIFIED ON EXHIBIT "B" 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. <input checked="" type="checkbox"/> 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						

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EXHIBIT A

Description of Collateral

DEBTOR: TDK REAL ESTATE VENTURE LAND, LLC ("Debtor")

SECURED PARTY: LASALLE BANK NATIONAL ASSOCIATION ("Secured Party")

Debtor does hereby GRANT, SELL, CONVEY, 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 "Collateral":

(A) The rights, title and interest of the "**Lessee**" under or pursuant to that certain Lease dated January 1, 2005 by and between the TDK Real Estate Venture Land, LLC ("**Lessee**") and J.V. Discipio, Ltd. Partnership ("**Lessor**") (together with all amendments, supplements, modifications and replacements thereof, the "**Subject Lease**"), pursuant to which Debtor has leased from Lessor all of the land located in Cook County, Illinois, legally described in attached **Exhibit B** ("**Land**") (such interest of Debtor being sometimes referred to herein as the "**Leasehold Estate**");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");

(C) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(D) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements or Appurtenances or any part thereof, (b)

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damage to all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein, Secured Party is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Leasehold Estate, Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents;

(F) Any and all sub-leases, licenses and other occupancy agreements now or hereafter affecting the Leasehold Estate, Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Debtor which contain evidence of payments made under the Sub-Leases and all security given therefor (collectively, the "**Sub-Leases**");

(G) Any and all after-acquired right, title or interest of Debtor in and to any of the property described in the preceding Granting Clauses; and

(H) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

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EXHIBIT B

Legal Description of Leasehold Estate

THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 50 FEET THEREOF CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED AS DOCUMENT 2745446, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

2450 S. Wolf Road
Westchester, Il 60154