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Doc#: 0613520115 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/15/2006 09:34 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
 Aaron B. Zarkowsky // 312/346-1460

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Aaron B. Zarkowsky  
 Deutsch, Levy & Engel, Chartered  
 225 W. Washington Street, Ste. 1700  
 Chicago, Illinois 60606

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  
 FOT RESIDENCES I, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 217 N. JEFFERSON, 5th FLOOR CHICAGO IL 60661 USA

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  
 NONE LLC ILLINOIS IL01728989

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  
 LASALLE BANK NATIONAL ASSOCIATION

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 135 S. LASALLE STREET CHICAGO IL 60603 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE FINANCING STATEMENT ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

FIRST AMERICAN TITLE  
ORDER # 1365004  
4/4

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  
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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

OR	9a. ORGANIZATION'S NAME <b>FOT RESIDENCES I, LLC</b>		
	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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.		16. Additional collateral description: <b>SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF</b>		

### 14. Description of real estate:

**SEE EXHIBIT "B" 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):

### 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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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 <b>FOT RESIDENCES I, LLC</b>				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>217 N. JEFFERSON, 5th FLOOR</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60661</b>
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION OF DEBTOR	2E. TYPE OF ORGANIZATION <b>LLC</b>	IF JURISDICTION OF ORGANIZATION <b>ILLINOIS</b>	1g. ORGANIZATIONAL ID#, if any <b>IL01728989</b> <input type="checkbox"/> NONE

## EXHIBIT "A"

The Debtor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Secured Party, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

(a) The real estate located in the County of , State of Illinois and legally described on (i) Exhibit "B" attached hereto and made a part hereof or (ii) Item 14 of the UCC Financing Statement Addendum (in either case, the "Real Estate");

(b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements");

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;

(d) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Real Estate, Improvements or Collateral and/or the businesses and operations conducted by the Debtor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Debtor, so long as no Event of Default (as defined in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing given by Debtor to Secured Party) has occurred hereunder, may collect rent as it becomes due, but not more than on (1) month in advance thereof;

(e) All interest of the Debtor in all leases now or hereafter on the Real Estate, Improvements or Collateral, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Real Estate, Improvements or Collateral,

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coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, 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 are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Secured Party, as a Secured Party, and the Debtor, as Debtor, all in accordance with the Code;

(g) All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Real Estate, Improvements or Collateral, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Real Estate, Improvements or Collateral; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Real Estate, Improvements or Collateral; and (iv) all choses in action and causes of action relating to the Real Estate, Improvements or Collateral;

(h) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Real Estate, Improvements or Collateral and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Real Estate, Improvements or Collateral; and

(i) All proceeds of the foregoing, including, without limitation, all judgments awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate, Improvements or Collateral or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate, Improvements or Collateral or proceeds of any sale, option or contract to sell the Real Estate, Improvements or Collateral or any portion thereof.

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I. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>FOT RESIDENCES I, LLC</b>						
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS <b>217 N. JEFFERSON, 5th FLOOR</b>		CITY <b>CHICAGO</b>		STATE <b>IL</b>	POSTAL CODE <b>60661</b>	COUNTRY <b>USA</b>
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION OF DEBTOR	2E. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>ILLINOIS</b>	1g. ORGANIZATIONAL ID#, if any <b>IL01728989</b> <input type="checkbox"/> NONE		

EXHIBIT "B"

Property of Cook County Clerk's Office

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**Legal Description:**

## Parcel 1:

Units 1001, 1007, 1008, 1011, 1503, 1505, 1702, 1806, 2011, 2106, 2205, 2302, 2401, 2603, 2606 and 2706 in The Residences at Grand Plaza Condominiums, as delineated on a plat of survey of the following described tract of land: Lots 4A and 4B, in the Subdivision at Grand Plaza, as said lots are located and delineated both horizontally and vertically in said subdivision, being a resubdivision of all of Block 25, in Kinzie's Addition to Chicago, in Section 10, also of Block 16 in Wolcott's Addition to Chicago, in Section 9, and also all of the vacated alley, 18 feet wide, in said Blocks 16 and 25 heretofore described, all in Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 29, 2003 as document no. 0336327024 which plat of survey is attached as Exhibit "A" to the declaration of condominium ownership recorded October 26, 2005, as document 0529910137, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

## Parcel 2:

Easements for the benefit of Parcel 1 as contained in Article 3.4 of the Declaration of Covenants, Conditions, Restrictions and Easements recorded August 3, 2005 as document 0521518064.

## Permanent Tax Index Numbers:

17-09-241-033-0000

## Property Address:

545 N. Dearborn, Units 1001, 1007, 1008, 1011, 1503, 1505, 1702, 1806, 2011, 2106, 2205, 2302, 2401, 2603, 2606, 2706,  
Chicago, Illinois 60605