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Doc#: 0613722034 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/17/2006 10:47 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] KATIE SUZELIS (330) 872-0918 EXT. 3282
B. SEND ACKNOWLEDGMENT TO: (Name and Address) MOUNTAINEER INVESTMENTS, L.L.C. 100 N CENTER STREET NEWTON FALLS, OH 44444

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 720-726 RANDOLPH ASSOCIATES LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3000 W DUNDEE ROAD, SUITE 407			CITY NORTHBROOK	STATE IL	POSTAL CODE 60062	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any <input checked="" 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 CIB BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 20527 S LAGRANGE ROAD			CITY FRANKFORT	STATE IL	POSTAL CODE 60427	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

THIS FINANCING STATEMENT REINSTATES LAPSED NO. 00U12970, ORIGINALLY FILED ON DECEMBER 12, 2000 WITH THE COOK COUNTY RECORDER, ILLINOIS.

SEE EXHIBIT A FOR COPY OF ORIGINAL FINANCING STATEMENT AND COLLATERAL DESCRIPTION

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) (ADDITIONAL FEE) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
DEBTOR: 720-726 RANDOLPH ASSOCIATES LLC			OUR FILE NO. 0X090001		3W03	

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EXHIBIT A

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
720-726 Randolph
Associates LLC
3000 W. Dundee Road
Suite 407
Northbrook, IL 60062

Secured Party(ies) and address(es)
CIB Bank
20527 S. LaGrange Road
Frankfort, IL 60423

COUL2970 UCC Filings
2000-12-12 13:24:30
Cook County Recorder

1. This financing statement covers the following types (or items) of property:

See Exhibit A Attached Hereto

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on [The above timber is standing on ...] [The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on ...] (Strike what is inapplicable) (Describe Real Estate)

See Exhibit B Attached Hereto

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is

78-51-921-D1

4. Products of Collateral are also covered.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 19

By:
(Signature of Secured Party or Assignee of Record. Not Valid Until Signed)

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC 9—REV. 4-73

This form of financing statement is approved by the Secretary of State.

(3) FILING OFFICER - ACKNOWLEDGEMENT

Property of Cook County Clerk's Office

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EXHIBIT A TO UCC FINANCING STATEMENT DESCRIPTION OF COLLATERAL

DEBTOR: 720-726 RANDOLPH ASSOCIATES LLC, an Illinois limited liability company

SECURED PARTY: CIB BANK

To the extent of its interest therein, Debtor hereby grants a security interest in favor of Secured Party in all equipment, fixtures, insurance, payments, accounts, contract rights, awards in condemnation, rents, leases and general intangibles related to that certain real property legally described on Exhibit B attached hereto and by this reference made a part hereof (the "Real Estate"), together with the property described below:

- (a) any lands occupied by streets, alleys, or public places adjoining said Property or in such streets, alleys or public places adjoining said Property or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining;
- (c) all right, title and interest of Debtor under any Declaration of Condominium Ownership recorded against the Mortgaged Property, as the same may be amended from time to time, including without limitation, Debtor's right, title and interest in all common elements and limited common elements;
- (d) all buildings, improvements, personal property, fixtures, fittings and furnishings, owned by Debtor and now or hereafter attached to, located at, or placed in the improvements on the Real Estate including, without limitation all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection; all maintenance supplies and repair equipment; all draperies, carpeting, floor coverings, screen, storm windows and window coverings, blinds, awnings, shrubbery and plants; all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use; all building materials and supplies now or hereafter delivered to the Real Estate (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, as well as the Debtor's interest in any lease, or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Real Estate;
- (e) all rents, income, contract rights, leases and profits now due or which may hereafter become due under or by virtue of any lease, license or agreement, whether written or verbal, for the use or occupancy of the Real Estate or any part thereof together with all tenant security deposits;
- (f) all awards, payments, proceeds now or hereafter obtainable by Debtor under any policy of insurance insuring the Real Estate including but not limited to the proceeds of

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casualty insurance, title insurance, business interruption/rents insurance or other insurance maintained with respect to the Real Estate whether by Debtor or otherwise;

- (g) all awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Real Estate, including any awards for damages sustained to the Real Estate, for a temporary taking, change of grade of streets or taking of access;
- (h) all contracts, licenses, permits, management records, files, consents, governmental approvals and intangibles used, useful or required in the ownership and management of the Real Estate together with all soil reports, building permits, variances, licenses, utility permits and other permits and agreements relating to the construction or equipping of the improvements on the Real Estate, or the operation or maintenance of the Real Estate, including, without limitation, all warranties and contract rights;
- (i) each contract or agreement for the design, construction and equipping of the improvements located or to be located on the Real Estate, together with all rights, title and interest of Debtor in and to any existing or future changes, extensions, revisions, modifications, guarantees or performance, or warranties of any kind thereunder;
- (j) all plans and specifications, all surveys, site plans, working drawings and papers, relating to the Real Estate and the construction and equipping of the improvements on the Real Estate, including without limitation, all architectural and site plans prepared;
- (k) all building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Real Estate;
- (l) all rights and interests of Debtor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Real Estate or the buildings and improvements thereon;
- (m) all right and interest in and to the use of the name and logo "City View Tower at Randolph" and "City View Tower at Randolph Condominium Association";
- (n) all contracts for the sale of condominium units at the Real Estate between the Debtor, as seller, and third parties, as purchasers, for the purchase of individual condominium units at the Real Estate together with proceeds payable thereunder including each purchase agreement now or hereafter entered into, all deposits paid under any purchase agreement and the purchase price payable on each unit purchase;
- (o) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the Property; and
- (p) all proceeds of the foregoing.

All of the land, estate and property hereinabove described real, personal or mixed, whether affixed or annexed or not shall be for the purposes of this Financing Statement deemed to be conveyed and mortgaged hereby. As to the above personal property which the Illinois Uniform Commercial Code (the "Code") classified as fixtures, this instrument shall constitute a fixture filing and security agreement under the Code.

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EXHIBIT B TO UCC FINANCING STATEMENT LEGAL DESCRIPTION

LOTS 22, 23, 24, 25 AND THE WEST 1.16 FEET OF LOT 26 IN BLOCK 65 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax
Identification Numbers: 17-09-319-006; 17-09-319-007; 17-09-319-008; 17-09-319-018

Property Address: 720-726 West Randolph Street
Chicago, Illinois

Property of Cook County Clerk's Office