

# UNOFFICIAL COPY



Doc#: 0616718064 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/16/2006 03:04 PM Pg: 1 of 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Sharon Z. Letchinger  
Schwartz Cooper Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, IL 60601

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  
**MLRP 2300 MAYWOOD LLC**

OR  
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
**ONE PIERCE PLACE, SUITE 450**

CITY: **ITASCA** STATE: **IL** POSTAL CODE: **60143** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **DELAWARE** 1g. ORGANIZATIONAL ID #, if any **DE 3636332**  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

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  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  
**JACKSON NATIONAL LIFE INSURANCE COMPANY**

OR  
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
**c/o PPM Finance, Inc., 225 W. Wacker Dr., Suite 1200**

CITY: **CHICAGO** STATE: **IL** POSTAL CODE: **60601** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

**THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO, ALL OF THE SAME BEING USED OR USEFUL IN THE OWNERSHIP AND OPERATION OF THE REAL ESTATE DESCRIBED 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.  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

**43698-37970 SZL FILE WITH RECORDER OF COOK COUNTY, ILLINOIS**

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCC1PNAT - 12/17/2002 C T System Online

4/24 HLC DEC  
234791  
1ST AMER. CREDIT ORDER #

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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		
MLRP 2300 MAYWOOD LLC		
OR	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. SEE INSTRUCTIONS	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 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 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):

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

FILING OFFICE COPY -- UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

**UNOFFICIAL COPY****EXHIBIT A TO UCC-1 FINANCING STATEMENT**

**DEBTOR: MLRP 2300 MAYWOOD LLC, a Delaware limited liability company**

**SECURED PARTY: JACKSON NATIONAL LIFE INSURANCE COMPANY**

Debtor hereby grants to Secured Party, its successors and assigns, all estate, right, title and interest which Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property").

- (a) the real property located in the County of Cook, State of Illinois and more particularly described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to it (the "Land");
- (b) that certain leasehold estate (the "Leased Property") created under that certain Lease Agreement dated as of February 15, 2002 by and between the Village of Bellwood, an Illinois municipal corporation, as lessor and BK Management, LLC, an Illinois limited liability company, as lessee ("Original Lessee"), as assigned by Original Lessee to Debtor pursuant to an Assignment and Assumption of Lease dated April 30, 2003 between Original Lessee and Debtor (the "Parking Lease");
- (c) all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements");
- (d) all existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements;
- (e) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases", as defined in the Assignment of Leases and Rents, executed and delivered to Secured Party contemporaneously herewith) relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases
- (f) all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the

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law to be real property for purposes of the Mortgage, executed and delivered to Secured party contemporaneously herewith;

- (g) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;
- (h) all of Debtor's interest in and to the Loan funds, whether disbursed or not, the Escrow Accounts (as defined in Section 3.1 of the Loan Agreement by and between Debtor and Secured Party) and any of Debtor's funds now or later to be held by or on behalf of Secured Party;
- (i) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally;
- (j) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;
- (k) all books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records");
- (l) (i) the agreements described in Exhibit B of the Mortgage, which exhibit is incorporated herein by reference; (ii) all other agreements heretofore or hereafter entered into relating to the construction, ownership, operation, management, leasing or use of the Land or Improvements; (iii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in (i) and (ii) above; (iv) any and all guarantees, warranties and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses (i) through (iii) above; (v) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Land or Improvements; and (vi) all building

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permits, governmental permits, licenses, variances, conditional or special use permits, and other authorizations (collectively, the "Permits") now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Land or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Debtor; and

(m) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

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## EXHIBIT B

### Legal Description:

#### PARCEL 1:

THAT PART OF LOTS 14 TO 17, BOTH INCLUSIVE, AND 19 TO 22, BOTH INCLUSIVE, ALL TAKEN AS A TRACT, IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE THE NORTHWEST 1/4 OF SECTION 15 AFORESAID, WITH THE SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE, AS DEDICATED PER DOCUMENT NUMBER 10112659; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AND ALONG THE SOUTHWESTERLY LINE OF MADISON STREET, AS RELOCATED PER DOCUMENT NUMBER 3225425, TO THE POINT OF INTERSECTION, WITH THE EAST LINE OF THE WEST 238.51 FEET OF LOTS 19 AND 20, AFORESAID; THENCE SOUTH ALONG THE SAID EAST LINE, 380.78 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE SAID TRACT, 15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SAID TRACT, TO A POINT 169.13 FEET, NORTH OF THE SOUTH LINE OF THE SAID TRACT; THENCE WEST 245.82 FEET TO A POINT 169.45 FEET, NORTH OF THE SOUTH LINE OF THE SAID TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID TRACT, 49.53 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, TO A POINT ON A LINE 248 FEET, EAST OF THE WEST LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT, TO A POINT, 118 FEET, NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTHWESTERLY TO A POINT, 166 FEET, EAST OF THE WEST LINE AND 75 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 133 FEET, TO THE EAST LINE OF SOUTH 25TH AVENUE; THENCE SOUTH ALONG THE SAID EAST LINE, TO A POINT ON A LINE, 50 FEET, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG THE SAID PARALLEL LINE, TO A POINT 973.32 FEET EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTHEASTERLY TO A POINT 68.83 FEET, NORTH OF THE SOUTH LINE OF SAID TRACT, AS MEASURED ALONG A LINE 1123.32 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15, AFORESAID; THENCE NORTH ALONG THE SAID PARALLEL LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH 50.00 FEET OF LOT 15 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15) AND THE SOUTH 50.00 FEET OF LOTS 16, 21 AND 22 (EXCEPT THE WEST 33.00 FEET OF LOT 22) IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT WHICH IS THE INTERSECTION OF A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE "VILLAGE LINE" (SAID VILLAGE LINE BEING 1123.32 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15); THENCE WEST



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ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID COMMISSIONER'S PARTITION, A DISTANCE OF 150 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 151.25 FEET TO A POINT IN SAID VILLAGE LINE, 18.83 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING, IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PERMANENT ADDRESS:** 2300 MAYWOOD DRIVE, BELLWOOD, IL

**PERMANENT INDEX NUMBERS:** 15-15-102-004  
15-15-102-022  
15-15-102-032

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