



0617854049

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0617854049 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/27/2006 01:10 PM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) MICHAEL S. ROBERTS CONNELLY ROBERTS & McGIVNEY LLC ONE N. FRANKLIN STREET, SUITE 1200 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 4110-18 CALIFORNIA, LLC 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 1c. MAILING ADDRESS 1725 N. WINCHESTER CITY CHICAGO STATE IL POSTAL CODE 60622 COUNTRY US 1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 01817604 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 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 METROPOLITAN CAPITAL BANK 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 3c. MAILING ADDRESS 9 E. ONTARIO CITY CHICAGO STATE IL POSTAL CODE 60611 COUNTRY US

4. This FINANCING STATEMENT covers the following collateral: REAL PROPERTY COMMONLY KNOWN AS: 4110-18 N. CALIFORNIA, CHICAGO, ILLINOIS 60618 LEGAL DESCRIPTION: THE SOUTH 15 FEET OF LOT 17 AND ALL OF LOT 18, 19 AND 20 IN BLOCK 9 IN ROSE PARK, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.: 13-13-232-035-0000; 13-13-323-036-0000; and 13-13-323-037-0000

SEE EXHIBIT A FOR ADDITIONAL COLLATERAL

PRAIRIE TITLE 6821 W. NORTH AVE. OAK PARK, IL 60302

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING 6. [X] 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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EXHIBIT A TO UCC1 FINANCING STATEMENT

DEBTOR:

4110-18 California LLC
1725 N. Winchester
Chicago, Illinois 60622

SECURED PARTY:

Metropolitan Capital Bank
9 E. Ontario
Chicago, Illinois 60611

The Financing Statement covers, and the Debtor does hereby pledge, assign, transfer and deliver to the Secured Party and does hereby grant to the Secured Party a continuing and unconditional security interest in and to the following types (or items) of property of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located:

ACCOUNTS: All present and future accounts, accounts receivable, health-care-insurance receivables, and other rights of the Debtor to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State (excluding (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card) (collectively, "Accounts");

INVENTORY: All inventory and goods (including embedded software) now owned or hereafter acquired by the Debtor (wherever located, whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned, repossessed or reconsigned goods) which are leased by Debtor as lessor, or held by Debtor for sale or lease or to be furnished under any contract of service, or are furnished by Debtor under a contract of service, or consist of raw materials, work in process or materials used or consumed in the Debtor's business (collectively, "Inventory");

EQUIPMENT: All machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by the Debtor and wherever located and all embedded software contained therein (collectively, "Equipment");

GENERAL INTANGIBLES: All rights, interests, choses in action, causes of action, claims and other intangible property of the Debtor of every kind and nature (other than such items

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constituting Accounts), including, without limit, all payment intangibles, in each instance whether now owned or hereafter acquired by the Debtor and however and whenever arising, including, without limitation, all corporate and other business records; all loans and other obligations receivable and all rights, remedies and security with respect thereto, all inventions, designs, all trade processes and trade secrets, computer programs, software (including, without limit, all of Debtor's computer programs and all supporting information provided in connection with a transaction relating to any such programs), printouts and other computer materials, goodwill, corporate name, trade names, registration, copyrights, royalties, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and all other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to Debtor in connection with any reacquisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all credits with and other claims against carriers and shippers; all rights to indemnification; all patents, trademarks, patent applications and trademark applications, and all other intellectual property not described herein, all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which the Debtor is the beneficiary; all return insurance premiums, and all other intangible property, whether or not similar to the foregoing (all of the foregoing collectively, "General Intangibles");

CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS: All chattel paper (whether tangible or electronic), all leases, all instruments (including promissory notes), all other notes and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor and all of the Debtor's right, title and interest and all of the Debtor's rights, remedies, collateral security, liens in, and in respect of any of the foregoing, and all bills of lading, warehouse receipts and other documents of title and all other documents, in each instance whether now owned or hereafter acquired by the Debtor;

LETTER-OF-CREDIT RIGHTS AND OTHER SUPPORTING OBLIGATIONS: All of Debtor's rights to payment or performance under all letters of credit, whether now existing or hereafter created or arising (whether or not the letter of credit is evidenced by a writing), whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance ("Letter-of-Credit Rights"). All of Debtor's Letter-of-Credit Rights and other secondary obligations that support the payment or performance of an Account, chattel paper, a document, a General Intangible, an instrument or investment property, all whether now existing or hereafter created or arising (collectively, "Supporting Obligations");

INVESTMENT PROPERTY: All investment property now owned or hereafter acquired by Debtor, including, without limitation, stocks, bonds, interests in limited liability companies, partnership securities, mutual fund shares, securities entitlements, including, without limitation, all of Debtor's rights to any securities account, any fee credit balance or other money owing to Debtor by any securities intermediary with respect to such account, all securities accounts now or hereafter held by Debtor, all commodity accounts and all commodity contracts now or hereafter held by Debtor, and all other investment property now owned or hereafter acquired by Debtor;

DEPOSIT ACCOUNTS: All of Debtor's present and future deposit accounts (including, without limit, all demand, time, savings, passbook or similar accounts maintained with a bank or

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financial institution, including, without limit, the Secured Party), including any deposits or other sums at any time credited by or due to the Debtor from Secured Party;

OTHER PROPERTY: All property and interest in property now owned or hereafter acquired by the Debtor which now may be owned or hereafter may come into the possession, custody or control of the Secured Party in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); and all rights and interests of the Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, and letters of credit; (ii) money; (iii) proceeds of loans, including, without limitation, all loans made by Secured Party to Debtor; (iv) insurance proceeds and books and records relating to any of the property hereinabove described and (v) and all letters of credits, guaranties, liens, security interests and other security held by or granted to the Debtor;

together, in each instance, with all accessions and additions thereto, substitutions therefor, and all renewals, replacements, proceeds and products thereof.