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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0623343254 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/21/2006 01:35 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Allan Goldstein, Esq.
Troutman Sanders LLP
1660 International Drive
Suite 600
McLean, Virginia 22102

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41 or 5

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8238942

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
Sweet Traditions, L.L.C.
1b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
1c. MAILING ADDRESS
11780 Manchester Road, Suite 207
St. Louis
MO 63131
USA
1d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION
LLC
1f. JURISDICTION OF ORGANIZATION
Missouri
1g. ORGANIZATIONAL ID #, if any
LC0008055

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
Sweet Traditions of Illinois, L.L.C.
2b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
2c. MAILING ADDRESS
11780 Manchester Road, Suite 207
St. Louis
MO 63131
USA
2d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
2e. TYPE OF ORGANIZATION
LLC
2f. JURISDICTION OF ORGANIZATION
Illinois
2g. ORGANIZATIONAL ID #, if any
00203645

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
Allied Capital Corporation
3b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
3c. MAILING ADDRESS
1919 Pennsylvania Avenue, N.W., 3rd Floor
Washington
DC 20005
USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest and any products thereof and proceeds therefrom in an to Premises, Improvements, Equipment, Leases, Rents, Accounts, General Intangibles, Goods, Inventory, Chattel Paper, Documents, and instruments now owned or hereafter acquired, all as more particularly described on Exhibit A, attached hereto and made a part hereof.

Box 400-CTCC

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
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)
All Debtors
Debtor 1
Debtor 2
8. OPTIONAL FILER REFERENCE DATA
Fixture Filing Cook County, Illinois (Rosemont)

7

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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 Sweet Traditions, L.L.C		
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. 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)

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 Schedule 1 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):

Levine Investments Limited Partnership  
c/o Pacific Companies  
1702 East Highland, Suite 310  
Phoenix, Arizona 85016

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

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**Debtors:** Sweet Traditions, L.L.C. and Sweet Traditions of Illinois, L.L.C.  
**Secured Party:** Allied Capital Corporation

## EXHIBIT A

All of Debtor's right, title, interest and estate now owned, or hereafter acquired, in and to the property described on Schedule 1 attached hereto and made a part hereof (the "Premises") (the Premises including any improvements located thereon (the "Improvements"), together with the following property, rights, interests and estates being hereinafter described are collectively referred to herein as the "Security Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furnishings, equipment, work in process, goods, merchandise, furniture, supplies, tools and fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other personal property of every kind and nature, except for personal property proprietary to Krispy Kreme Doughnut Corporation, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements, including without limitation, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, stools, sofas, food carts, cookware, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, ice makers, radios, televisions sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor have or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform

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Commercial Code, as adopted and enacted by the State or States where any of the Security Property is located (the "Uniform Commercial Code") superior in lien to the lien of the Security Instrument;

(c) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

(d) all leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into (including, without limitation, any and all security interests, contractual liens and security deposits arising thereunder) (the "Leases") and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements, including, without limitation, revenues and credit card receipts collected from the rental, use or operation of restaurants, bars, meeting rooms and recreational facilities upon the Premises, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Security Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Security Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend following an Event of Default (as hereinafter defined) any action or proceeding brought with respect to the Security Property and to commence any action or proceeding to protect the interest of Lender in the Security Property;

(g) all accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, authorizations, franchise agreements, licenses (to the extent assignable), including liquor licenses, approvals, actions, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively called the "Intangibles"); and

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(h) any and all proceeds and products of any of the foregoing and of any and all other security and collateral of any nature whatsoever, now or hereafter given by Debtor to Secured Party.

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**Debtors:** Sweet Traditions, L.L.C. and Sweet Traditions of Illinois, L.L.C.  
**Secured Party:** Allied Capital Corporation

## SCHEDULE 1

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 4 IN ROSEMONT MARKETPLACE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT INCLUDING BUT NOT LIMITED TO INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED AND DESCRIBED IN THE OPERATION AND EASEMENT AGREEMENT DATED OCTOBER 19, 2000 AND RECORDED OCTOBER 24, 2000 AS DOCUMENT 00834791 BY AND BETWEEN TARGET CORPORATION, A MINNESOTA CORPORATION AND RYAN COMPANIES US, INC., A MINNESOTA CORPORATION AND AS AMENDED BY FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT RECORDED APRIL 6, 2001 AS DOCUMENT 0010278524 AND AS SECOND AMENDMENT RECORDED APRIL 15, 2004 AS DOCUMENT NUMBER 0410642310 OVER THE FOLLOWING DESCRIBED LAND:

LOT 1 IN ROSEMONT MARKETPLACE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS.

#### PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED AUGUST 12, 1999 AND RECORDED SEPTEMBER 8, 1999 AS DOCUMENT 99853687 BY AND BETWEEN FUJISAWA HEALTHCARE, INC., A DELAWARE CORPORATION, INNSKEEPER RI GENERAL, L.P., A VIRGINIA LIMITED PARTNERSHIP AND STEAK N' SHAKE, AN INDIANA CORPORATION FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND ACCESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 13.00 FEET (MEASURED AT RIGHT ANGLES) OF LOT 3 IN ROSEMONT CENTER COMMERCIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO



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THE PLAT THEREOF RECORDED MARCH 19, 1997 AS DOCUMENT 97189092, IN COOK COUNTY ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT DATED OCTOBER 19, 2000 AND RECORDED OCTOBER 24, 2000 AS DOCUMENT 00834788 BY AND AMONG STEAK N' SHAKE, INC., AN INDIANA CORPORATION, RYAN COMPANIES US, INC., A MINNESOTA CORPORATION AND TARGET CORPORATION, A MINNESOTA CORPORATION FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 13.00 FEET (MEASURED AT RIGHT ANGLES) OF LOT 3 IN ROSEMONT CENTER COMMERCIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1997 AS DOCUMENT 97189092, IN COOK COUNTY ILLINOIS.

PIN: 09-32-201-040

Address: 7050 N. Mannheim Rd  
Rosemont, IL