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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/06/2006 10:44 AM Pg: 1 of 8

FBI 841 DRAWN 398

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Janet Friberg 502-568-0235

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Frost Brown Todd LLC
400 West Market Street
32nd Floor
Louisville, KY 40202-3363

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

Three Woodfield Lakes, LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Hamilton Partners, Inc. 300 Park Boulevard

CITY
Itasca

STATE
IL

POSTAL CODE
60143

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

limited liability co. Delaware

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

3470017

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

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

Bankers Life and Casualty Company as to 50% interest

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

11825 North Pennsylvania Street

CITY

Carmel

STATE

IN

POSTAL CODE

46032

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to the fixtures and personal property as described on Exhibit A, attached hereto and made a part hereof, which may be located on the real property described on Exhibit B, attached hereto and made a part hereof, and all proceeds thereof.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOB	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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) (optional)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

Cook County Recorder, Illinois

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

Handwritten signature

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USE THIS FORM TO ADD NAMES ONLY
(DO NOT USE FOR CHANGES, DELETIONS, OR ASSIGNMENTS)

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME

Three Woodfield Lakes, LLC

OR

19b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

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21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

21e. TYPE OF ORGANIZATION

21f. JURISDICTION OF ORGANIZATION

21g. ORGANIZATIONAL ID #, if any

NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

22e. TYPE OF ORGANIZATION

22f. JURISDICTION OF ORGANIZATION

22g. ORGANIZATIONAL ID #, if any

NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

23e. TYPE OF ORGANIZATION

23f. JURISDICTION OF ORGANIZATION

23g. ORGANIZATIONAL ID #, if any

NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

Conseco Life Insurance Company as to 25% interest

24b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

24c. MAILING ADDRESS

11825 North Pennsylvania Street

CITY

Carmel

STATE

IN

POSTAL CODE

46032

COUNTRY

USA

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

Conseco Senior Health Insurance Company as to 25% interest

25b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

25c. MAILING ADDRESS

11825 North Pennsylvania Street

CITY

Carmel

STATE

IN

POSTAL CODE

46032

COUNTRY

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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 Three Woodfield Lakes, 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

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) NONE

12a. ORGANIZATION'S NAME 40/86 Mortgage Capital, Inc.				
OR				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS				
535 North College Drive		CITY Carmel	STATE IN	POSTAL CODE 46032
				COUNTRY USA

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.

16. Additional collateral description:

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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EXHIBIT A

DEBTOR: THREE WOODFIELD LAKES, LLC, a Delaware limited liability company

SECURED PARTY: BANKERS LIFE AND CASUALTY COMPANY as to 50% interest, CONSECO LIFE INSURANCE COMPANY as to 25% interest, and CONSECO SENIOR HEALTH INSURANCE COMPANY as to 25% interest

All right, title, interest and estate of Debtor, now owned or hereafter acquired, in and to the following to the extent applicable to the Property located in Cook County, State of Illinois as more particularly described on Exhibit B, attached hereto and incorporated herein by reference (hereafter referred to as the "Property") together with existing and all future easements and rights affording access to all buildings, structures and improvements now or to be constructed thereon:

A. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, and all gas and electric fixtures, radiators, pipes, heaters, furnaces, engines and machinery, escalators, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus (including, without limitation humidity control equipment), refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, alarm devices of any type, automatic sprinkler systems, carpet, cabinets and shelving, partitions, paneling, and wall covering, and windows of every type, which are or shall be attached to the Property or said buildings, structures, or improvements and all other fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever (other than personal property which may be or deemed to be toxic or Hazardous Materials, as defined herein) now or hereafter owned by Debtor and located in, on, or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, and proceeds from a sale of any of the foregoing, and all right, title and interest of Debtor in any such fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, and goods to become fixtures, and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all trade names, trademarks, servicemarks, logos and goodwill which in any way are now owned or hereafter belong, relate or appertain to the Property or any part thereof or are now owned or hereafter acquired by Debtor and which relate or pertain to the Property; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Property and a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described and to be

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secured by the Mortgage dated October 3, 2006, from Debtor for the benefit of Secured Party ("Mortgage");

B. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

C. All present and future income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Property or payment for alteration of the grade of any street upon which said Property abuts, or any other injury to, taking of or decrease in the value of said Property to the extent of all amounts which may be owing on the indebtedness secured by the Mortgage at the date of receipt of any such award or payment by Debtor, and the reasonable attorneys' fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Debtor of, in and to the same; reserving only the right to Debtor to collect, use and distribute the same as long as no Event of Default as defined in Article 2 of the Mortgage shall have occurred; and

D. All insurance policies and proceeds thereof, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning the Property, including, without limitation, all rights accruing to Debtor from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Property, including payment, performance and/or materialmen's bonds and any other related choses in action.

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EXHIBIT B

DEBTOR: THREE WOODFIELD LAKES, LLC, a Delaware limited liability company

SECURED PARTY: BANKERS LIFE AND CASUALTY COMPANY as to 50% interest, CONSECO LIFE INSURANCE COMPANY as to 25% interest, and CONSECO SENIOR HEALTH INSURANCE COMPANY as to 25% interest

LEGAL DESCRIPTION

LOULibrary 0008849.0543898 584453v.1

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LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN THREE THROUGH SIX WOODFIELD LAKE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 1985 AS DOCUMENT 85338760, IN COOK COUNTY, ILLINOIS

PARCEL 2

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 20, 1987 AND RECORDED NOVEMBER 23, 1987 AS DOCUMENT 87626596, FROM LASALLE NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1980 AND KNOWN AS TRUST NUMBER 102809, TO LASALLE NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1984 AND KNOWN AS TRUST NUMBER 108625, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, TO PROVIDE ACCESS BY MOTOR VEHICLE AND PEDESTRIAN TRAFFIC TO AND FROM PARCEL 1 AND OTHER PROPERTY, AND TO AND FROM THE PUBLIC ROADWAY COMMONLY KNOWN AS WOODFIELD ROAD:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 AND THE WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 236.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE A DISTANCE OF 359.00 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 74.29 FEET TO A POINT; THENCE NORTH 58 DEGREES 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 301.51 FEET TO A POINT; THENCE NORTH 16 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 222.79 FEET TO A POINT; THENCE NORTH 51 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 209.76 FEET TO A POINT; THENCE NORTH 10 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 177.36 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 829.88 FEET TO A POINT; THENCE SOUTH 3 DEGREES 56

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MINUTES 18 SECONDS EAST, A DISTANCE OF 784.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT RECORDED SEPTEMBER 23, 1985 AS DOCUMENT NO. 85200793 OVER, UNDER AND ACROSS THE PAVED ROADWAY LEADING TO STATE PARKWAY LOCATED ON THE FOLLOWING TRACT OF LAND: THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 AND THE WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 0 DEGREES 04 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 723.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES AND 42 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE NORTH 82 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 61.19 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 105.51 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 34.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 288.62 FEET TO A POINT ON SAID WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 46.10 FEET ALONG SAID WEST LINE OF THE EAST 40.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS RECORDED NOVEMBER 23, 1987 AS DOCUMENT 87626597 ACROSS AND UPON ALL ENTRANCES AND ROADWAYS LOCATED ON THE FOLLOWING TRACT OF LAND LOTS 2, 3, 4 AND 5 OF THREE THROUGH SIX WOODFIELD LAKE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUADRANT OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 26, 1985 AS DOCUMENT NO. 85338760 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.