

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Doc#: 0634902192 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/15/2006 01:56 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
JOSEPH C. HUNTZICKER
FOX, MEYER, SWIBEL, LEVIN +
CARROLL LLP
321 N. CLARK ST. SUITE 3300
CHICAGO, IL 60610

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
1901 CLYBOURN, LLC
OR
1b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
1c. MAILING ADDRESS
2211 N. ELSTON AVE., SUITE 308
CITY CHICAGO
STATE IL POSTAL CODE 60614 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 02005573 [] 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
FIFTH THIRD BANK (CHICAGO)
OR
3b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
3c. MAILING ADDRESS
222 S. RIVERSIDE, 33RD FLOOR
CITY CHICAGO
STATE IL POSTAL CODE 60606 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION

SEE ATTACHED EXHIBIT B FOR LEGAL DESCRIPTION.

Box 400-CTCC

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) [] All Debtors [] Debtor 1 [] Debtor 2 [] ADDITIONAL FEE [] [optional]

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY, IL

UNOFFICIAL COPY**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			
1901 CLYBOURN, 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. 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)				
12a. ORGANIZATION'S NAME				
	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 ATTACHED EXHIBIT B FOR LEGAL DESCRIPTION

PINS: 14-32-401-012-0000; 14-32-401-013-0000; 14-32-401-014-0000; 14-32-401-015-0000; 14-32-401-016-0000; 14-32-401-017-0000; 14-32-401-040-0000; 14-32-401-041-0000; 14-32-401-042-0000

Address: 1901-1937 N. Clybourn, Chicago, IL . Also, 1902-1914 Maude Ave., Chicago, IL

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

(Debtor is record owner)

16. Additional collateral description:

SEE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION17. 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 Estate18. 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 TO UCC FINANCING STATEMENT COLLATERAL DESCRIPTION (Filed with Cook County Recorder)

DEBTOR: 1901 CLYBOURN, LLC

SECURED PARTY: FIFTH THIRD BANK (CHICAGO)

NOTE: All capitalized terms used herein shall have those meanings ascribed to them in that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing by the Debtor, as "Mortgagor" and the Secured Party, as "Mortgagee", dated as of December 14, 2006.

Collateral Description:

All of Mortgagor's estate, right, title and interest in, to and under the Real Estate described in **Exhibit B** attached hereto and made a part hereof, situate, lying and being in the City of Chicago, County of Cook and the State of Illinois which, with the property hereinafter described, is hereinafter collectively referred to as the "**Premises**":

TOGETHER with all right, title and interest which Mortgagor may now have or hereafter acquire in, to, under or as holder of, all property of any kind or nature whatsoever, including without limitation, the items of property which are described in **clauses (a) through (i)** below:

(a) the Improvements and any and all other buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction, alteration and repair of the Improvements and all such buildings and improvements, now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon delivery thereof to the Real Estate;

(b) all tenements, easements, fixtures and appurtenances thereon pertaining or belonging whether now held or hereafter acquired, including, without limitation, all easements, licenses, privileges and appurtenances created pursuant to any declaration of covenants, conditions, restrictions or easements now existing or hereafter created;

(c) all leases, lettings, agreements for use and occupancy, concessions and licenses of or with respect to any or all of the Improvements or other improvements on the Real Estate (collectively, the "**Leases**"), and all gross receipts, rents, issues and profits thereof accruing and to accrue from the Premises and the avails thereof (collectively, the "**Rents**") for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily);

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(d) all land lying in the bed of any street, road, avenue, alley, sidewalk or walkway opened or proposed, vacated or adjoining the Real Estate;

(e) all other property, fixtures, apparatus, machinery, equipment, goods, systems and articles of any kind or nature whatsoever now or hereafter in or on the Premises and used or useful in connection with the Improvements or any other portion of the Premises, including, without limitation, those used to produce and/or supply electricity, steam, heat, gas, air cooling, air conditioning, ventilation, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled); and all maintenance and cleaning materials, equipment and supplies; and all conduits, ducts, generators, compressors, pumps, tanks, motors; and all inventory, raw materials, scrap materials, component parts, work-in-process and finished and unfinished goods; and all bathroom fixtures, kitchen and restaurant equipment, shades, awnings, venetian blinds, screens, doors, windows, appliances, curtain fixtures, partitions, floor coverings and all building materials; and all security, life-safety, telephone, computer, communication, and audio-visual systems, equipment and supplies; and all other fixtures, apparatus, equipment, machinery, furniture, furnishings, supplies, goods and articles and all other items of tangible personal property of whatever kind now or hereafter owned by Mortgagor;

(f) all right, title and interest of Mortgagor in and to any and all contracts and contract rights, together with all the reversions and remainders and all insurance proceeds, deposits, refunds, rebates, rents, tolls, issues and profits related thereto and any other expectancy under or from any such contract or contract right, including, without limitation, all the estate, right, title, interest and claims whatsoever, at law or in equity, which Mortgagor may now or hereafter acquire with respect to the Improvements or any other portion of the Premises;

(g) all "accounts" (as defined in the Uniform Commercial Code as in effect in Illinois from time to time -- the "UCC") and other receivables and rights to payment, including, without limitation, all right, title and interest of Mortgagor to receivables from and payment for goods or for services rendered, whether or not earned by performance, and whether or not evidenced by an instrument or chattel paper;

(h) all right, title and interest of Mortgagor in and to all contracts and agreements for the design, construction, operation or inspection of the Improvements, all advertising materials, guaranties, warranties, plans and specifications, building permits, other permits, licenses, certificates, variances, concessions, grants, franchises, consents, approvals, licenses, soil tests, environmental reports, market and feasibility studies, appraisals, insurance policies, title insurance policies, all contracts and agreements, including, without limitation, all supply and service contracts for water, sanitary and storm sewer, drainages, electricity, steam, gas, telephone and other utilities relating to the Premises and any other documents, materials or personal property of any kind now or hereafter existing in connection with the use of the Premises and in and to all contracts relating to the construction, operation and maintenance of the Premises; and

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(i) all right, title and interest of Mortgagor in and to any general intangibles not otherwise specified herein, trade names, goodwill, authorizations, variances, land use entitlements, appurtenances, permits, licenses, approvals, clearances and consents; it being understood that the enumeration of any specific articles of property in **clauses (a) through (i)** above shall in no way result in or be held to exclude any items of property not specifically mentioned or any such items hereafter acquired (the items in **clauses (e), (f), (g), (h)** and **(i)** above being sometimes collectively called the "**Personal Property**"); and

TOGETHER with all estates, interests, rights, titles, claims or demands which Mortgagor now has or may hereinafter acquire in the Premises, including, but not limited to, any and all awards or payments, including interest thereon, and the right to receive the same, which may be made to or for the account of Mortgagor with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Real Estate, (d) any other injury to or decrease in the value of the Premises, or (e) any refund due on account of the payment of real estate taxes, assessment or other charges levied against or imposed upon the Premises -- Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be reasonably requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate mortgaged hereon and to be appropriated to the use of the real estate, and shall, for the purposes of the Mortgage, be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of said real estate, the Mortgage is hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as "secured party" (as said term is defined in the UCC), securing said indebtedness and obligations described in this Mortgage, and Mortgagee shall have, in addition to its rights and remedies hereunder, all rights and remedies of a "secured party" under the UCC. As to any of the above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC. As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under the UCC, and it is acknowledged and agreed that the Mortgage is a "construction mortgage" under such laws and under the UCC, which secures an obligation incurred for the construction of an improvement on land including the acquisition cost of the land.

The Premises shall include any and all property now or hereafter owned or created, replacements and substitutions therefor, accessions thereto, proceeds (whether cash, noncash, moveable or immovable, tangible or intangible) received upon the sale,

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exchange, transfer, collection or other disposition or substitution thereof and all proceeds and products from any and all of the foregoing **(a)** through **(i)**.

Property of Cook County Clerk's Office

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EXHIBIT B TO UCC FINANCING STATEMENT LEGAL DESCRIPTION

Parcel 1:

LOTS 100 TO 102 AND 104 TO 114 IN THE SUBDIVISION OF LOT 3 AND THE NORTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 42, 43 AND 44 IN HAPGOOD AND BARRY'S SUBDIVISION OF LOT 1 AND THE SOUTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-32-401-012-0000
14-32-401-013-0000
14-32-401-014-0000
14-32-401-015-0000
14-32-401-016-0000
14-32-401-017-0000
14-32-401-040-0000
14-32-401-041-0000
14-32-401-042-0000

ADDRESS: 1901-1937 N. CLYBOURN, CHICAGO, ILLINOIS
ALSO, 1902-1914 MAUDE AVE., CHICAGO, ILLINOIS