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Doc#: 0725710107 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/14/2007 01:10 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Marc M. Jacobs, Esq.  
Barack Ferrazzano Kirschbaum & Nagelberg LLP  
200 West Madison Street, Suite 3900  
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  
216 JAX LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
28400 NORTHWESTERN HWY, 4TH FLOOR SOUTHFIELD MI 48034 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION MICHIGAN 1g. ORGANIZATIONAL ID #, if any D20738  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  
WELLS FARGO BANK, NATIONAL ASSOCIATION

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
123 NORTH WACKER DRIVE, SUITE 1900 CHICAGO IL 60606 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THAT COLLATERAL DESCRIBED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF WHICH IS LOCATED ON OR RELATED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LL

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] [for recorded] in the REAL ESTATE RECORDS. Attach Addendum.  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
WFBK-0252 REAL ESTATE RECORDS, COOK COUNTY, ILLINOIS

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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**

OR	9a. ORGANIZATION'S NAME 216 JAX LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

FULL NAME AND ADDRESS OF DEBTOR:  
 216 JAX LLC  
 C/O THE FARMAN GROUP  
 28400 NORTHWESTERN HWY, 4TH FLOOR  
 SOUTHFIELD, MI 48034

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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**

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. <b>SEE INSTRUCTIONS</b>		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)**

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

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:

**ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE**

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

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Loan No. 104995

**SCHEDULE I TO UCC FINANCING STATEMENT****Debtor**

216 Jax LLC  
 c/o The Farbman Group  
 28400 Northwestern Highway  
 4<sup>th</sup> Floor  
 Southfield, MI 48034  
 Attn: Andrew Farbman

**Secured Party**

Wells Fargo Bank, National Association  
 123 North Wacker Drive, Suite 1900  
 Chicago, Illinois 60606  
 Attn: Craig Koshkarian

All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor, as Borrower, to Secured Party, as Lender, dated as of September 11, 2007. Debtor does hereby grant a lien and/or security interest, as applicable, in, and grant, convey, assign, mortgage and warrant and confirm, to Secured Party and its successors and assigns forever, all of the property now or hereafter owned by Debtor described in the following paragraphs (the "Collateral"):

A. All those certain tracts, pieces or parcels of land legally described in Exhibit A attached hereto and hereby made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "Land"); and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged 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 and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, and also including all land split, division and subdivision rights; and

D. Each and every lease, license, reciprocal or other easement agreement and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "Improvements"), whether heretofore, now or hereafter entered into (the "Leases"); and

E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Premises from time to time accruing (including, without limitation, all payments under the

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Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits and escrow funds now existing or hereafter arising or created out of the sale, lease, sublease, license or other grant of the right of possession, use or occupancy of all or any portion of the Mortgaged Property, or personally located thereon, or rendering of services by Borrower or any operator or manager of the Mortgaged Property, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same) (collectively, the "Rents"); and

F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the Uniform Commercial Code, as adopted in Illinois; and

G. All inventory, accounts, cash receipts, deposit accounts, accounts receivable, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, proceeds of the sale of promissory notes, and any other rights to the payment of money; and

H. All of the aforementioned personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, books of account, files, trade names, trademarks, service marks, copyrights, patents, guest lists and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the Uniform Commercial Code, as adopted by Illinois (the "Personalty"); and

I. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, pertaining in any way to the Mortgaged Property to which Debtor is or hereafter becomes a party, including, without limitation, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein (the "Contracts"); and

J. All franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

K. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

L. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

M. Any and all refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

N. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Affiliate of Secured Party now or at any time hereafter, and

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all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

O. All right, title and interest of Borrower arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Mortgaged Property; and

P. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Borrower now has or may hereafter acquire pursuant to any Interest Rate Protection Agreement (as defined in the Loan Agreement).

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## EXHIBIT A TO UCC FINANCING STATEMENT

### LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Lots 18, 19, 20, 21, 22, 53, 54, 55, 56 and 57 in Block 92, in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 216 West Jackson Boulevard, Chicago, Illinois  
PIN: 17-16-219-008-0000

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