

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**RICHARD P. BLESSEN**  
**DRINKER BIDDLE & REATH LLP**  
**191 N. WACKER DR., SUITE 3700**  
**CHICAGO, ILLINOIS 60606**



Doc#: **0801833132** Fee: **\$30.00**  
 Eugene "Gene" Moore RHSP Fee: **\$10.00**  
 Cook County Recorder of Deeds  
 Date: 01/18/2008 02:02 PM Pg: 1 of 4

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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  
**RDG ORLAND PARK, LLC**

OR

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

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY  
**707 SKOKIE BOULEVARD, SUITE 400** | **NORTHBROOK** | **IL** | **60062** | **USA**

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any  
**41-2262284** | | **LLC** | **ILLINOIS** | **02419556**  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  
 | | | | **USA**

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  
**JACKSON NATIONAL LIFE INSURANCE COMPANY**

OR

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

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY  
**C/O PPM FINANCE, INC.** | **CHICAGO** | **IL** | **60606** | **USA**

4. This FINANCING STATEMENT covers the following collateral:

**COLLATERAL DESCRIPTION ON ATTACHED RIDER WHICH IS LOCATED ON REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT A.**

**Box 400-CTCC**

4/8

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) (if applicable) (ADDITIONAL FEE)		optional		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

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## RIDER TO UCC FINANCING STATEMENT

**DEBTOR:**

RDG ORLAND PARK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY  
 C/O ROY D. GOTTLIEB  
 707 SKOKIE BOULEVARD, SUITE 400  
 NORTHBROOK, ILLINOIS 60062

**SECURED PARTY:**

JACKSON NATIONAL LIFE INSURANCE COMPANY, A MICHIGAN CORPORATION  
 C/O PPM FINANCE, INC.  
 225 WEST WACKER DRIVE  
 SUITE 1200  
 CHICAGO, ILLINOIS 60606

All of Debtor's present and hereafter acquired estate, right, title and interest in, to and under the following described property, rights and interests (collectively referred to as the "Premises");

- (a) the real property located in the County of Cook, State of Illinois and more particularly described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to it (the "Land");
- (b) all buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements");
- (c) all existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements;
- (d) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases", as defined in the Assignment of Leases and Rents described in Section 2 herein, executed and delivered to Lender contemporaneously herewith) relating to the use and enjoyment of all or any part of the Land and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases;
- (e) all goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery owned by Borrower and now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage;
- (f) all building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;
- (g) all of Mortgagor's interest in and to the Loan funds, whether disbursed or not, the Escrow Accounts (as defined in Section 3.1 of the Loan Agreement) and any of Mortgagor's funds now or later to be held by or on behalf of Mortgagee;
- (h) all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Mortgagee), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally;

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DEBTOR:

RDG ORLAND PARK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

(i) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(j) all books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records");

(k) (i) all other agreements heretofore or hereafter entered into relating to the construction, ownership, operation, management, leasing or use of the Land or Improvements; (ii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in (i) and (ii) above; (iii) any and all guarantees, warranties and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses (i) and (ii) above; (iv) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Land or Improvements; and (v) all building permits, governmental permits, licenses, variances, conditional or special use permits, and other authorizations (collectively, the "Permits") now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Land or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Mortgagor; and

(l) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

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DEBTOR:  
RDG ORLAND PARK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

## EXHIBIT A

### LEGAL DESCRIPTION

Real property in the Village of Orland Park, County of Cook, State of Illinois, described as follows:

LOT 8 IN THE FINAL PLAT OF LOWE'S ORLAND PARK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST ¼ AND THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0517503092, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NUMBER: 27-15-308-001-0000

ADDRESS: 15515 S. 95<sup>th</sup> Avenue, Orland Park, Illinois

Property of Cook County Clerk's Office