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Doc#: 0803522022 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/04/2008 10:11 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 12531 WACHOVIA CORPO

UCC Direct Services 13194502  
P.O. Box 29071  
Glendale, CA 91209-9071

File with: CC IL Cook, IL

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  
ACADEMY DRIVE, L.L.C.

OR

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

1c. MAILING ADDRESS  
1156 A. SHURE DRIVE CITY ARLINGTON(\*) STATE IL POSTAL CODE 60004 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any 00072125  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  
WACHOVIA BANK, NATIONAL ASSOCIATION, AS MASTER SERVICER ON Cont On Adden.

OR

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

3c. MAILING ADDRESS  
201 SOUTH COLLEGE STREET, Cont On Adden. CITY CHARLOTTE STATE NC POSTAL CODE 25244-1075 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit B attached hereto. FOR INFORMATIONAL PURPOSES ONLY: This UCC-1 is being filed to reinstate file number 98U03824 filed 04/08/1998.

04-05-400-010-0000  
04-05-400-011-0000  
04-05-400-012-0000

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 (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
13194502 210000127 210000127

SC  
M  
P  
8  
9/11

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## 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 <b>ACADEMY DRIVE, L.L.C.</b>		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS

**13194502-IL-31**

**12531 WACHOVIA CORPO**

210000127

210000127

File with: CC IL Cook+, IL

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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 <b>ACADEMY DRIVE, L.L.C.</b>			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

### 11c. MAILING ADDRESS

**1156 A. SHURE DRIVE**

CITY  
**HEIGHTS**

STATE POSTAL CODE  
**IL 60004**

COUNTRY

### 11d. SEE INSTRUCTION

ADD'L INFO RE ORGANIZATION DEBTOR

11a. TYPE OF ORGANIZATION  
**LLC**

11f. JURISDICTION OF ORGANIZATION  
**IL**

11g. ORGANIZATIONAL ID #, if any  
**00072125**

NONE

### 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME <b>BEHALF OF, LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR</b> Cont On Adden.			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

### 12c. MAILING ADDRESS

**9TH FLOOR, NC1075**

CITY  
**CHARLOTTE**

STATE POSTAL CODE  
**NC 28244-1075**

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral or is filed as a  fixture filing.

16. Additional collateral description:

### 14. Description of real estate:

Description: SEE EXHIBIT B. Parcel ID:  
04-05-400-010-0000, 04-05-400-011-0000,  
04-05-400-012-0000

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

**UNOFFICIAL COPY****FINANCING STATEMENT ADDENDUM**

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OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS****13194502-IL-31****12531 WACHOVIA CORPO**

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OR	11b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX

**11c. MAILING ADDRESS**

CITY		STATE	POSTAL CODE	COUNTRY
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**11d. SEE INSTRUCTION**ADD'L INFO RE  
ORGANIZATION  
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATIONAL ID #, if any** NONE**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P's NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME <b>THE BENEFIT OF THE CERTIFICATE HOLDERS OF, COMMERCIAL</b> Cont On Adden.			
OR	12b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX

**12c. MAILING ADDRESS**

201 SOUTH COLLEGE STREET, 9TH		CITY <b>CHARLOTTE</b>	STATE <b>NC</b>	POSTAL CODE <b>28244-1075</b>	COUNTRY
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 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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OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY
11d. <u>SEE INSTRUCTION</u>	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 <b>MORTGAGE PASS-THROUGH CERTIFICATES SERIES CMAT 1999-C1</b>			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS <b>201 SOUTH COLLEGE STREET, 9TH</b>		CITY <b>CHARLOTTE</b>	STATE   POSTAL CODE   COUNTRY <b>NC   28244-1075</b>

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18. Check only if applicable and check only one box.

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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 B**

All right, title, interest and estate of Academy Drive, L.L.C. (the "Debtor") now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises described on Exhibit A, the Improvements located on the Premises, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged 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, all rights to oil, gas, minerals, coal and other substances of any kind or character, 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, remainders and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated 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, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, if any, and other property of every kind and nature, 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 and all building equipment, materials and supplies of any nature 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, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and 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 that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State where the Mortgaged Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Financing Statement;

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c. all awards or payments, including interest thereon, that 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, without limitation, 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 and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties) and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all receivables, 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 and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with 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 Mortgaged 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 Mortgaged Property in accordance with the terms of the Mortgage executed by Debtor in favor of Nomura Asset Capital Corporation ("Secured Party") dated \_\_\_\_\_ ("Mortgage");

f. the right in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

g. all accounts (including, without limitation, reserve accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses,

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management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"), and

h. all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing. Without limiting the generality of any of the foregoing, in the event that a proceeding under Title 11 of the United States Code (the "Bankruptcy Code") is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Financing Statement shall automatically extend to all Rents acquired by the Debtor after the commencement of the case and shall constitute cash collateral under Section 541(c)(2) of the Bankruptcy Code.

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 Cook County Clerk's Office

2025/04/14/09 08:26  
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Exhibit B

**Legal Description of the Property**

LOTS 1, 2, AND 3 IN THE RESUBDIVISION OF PART OF LOT 4 IN BLOCK 3 IN THE FIRST RESUBDIVISION OF SKY HARBOR INDUSTRIAL PARK UNIT NO. 1, IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGES 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-400-010  
04-05-400-011  
04-05-400-012

Vol. 131

Property of Cook County Clerk's Office

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