

UNOFFICIAL COPY



Doc#: 0816339071 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/11/2008 03:29 PM Pg: 1 of 7

305309 DR 30FY 082

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Katherine S. Sprenger
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
METRO COMMONS, LLC

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
12040 RAYMOND COURT

CITY: **HUNTLEY** STATE: **IL** POSTAL CODE: **60142** COUNTRY: **USA**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR: **LLC** 1e. TYPE OF ORGANIZATION: **LLC** 1f. JURISDICTION OF ORGANIZATION: **ILLINOIS** 1g. ORGANIZATIONAL ID #, if any: **01673084** 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

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
U.S. BANK NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
209 S. LASALLE ST., SUITE 210

CITY: **CHICAGO** STATE: **IL** POSTAL CODE: **60504** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

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

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) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
UZZBK-00004

REAL ESTATE RECORDS, COOK COUNTY, ILLINOIS

Handwritten initials/signature

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 METRO COMMONS, L.L.C.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

COMPLETE ADDRESS OF DEBTOR:
 METRO COMMONS, L.L.C.
 C/O PAR DEVELOPMENT, INC.
 12040 RAYMOND COURT
 HUNTLEY, ILLINOIS 60142

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 <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			
OR	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:

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 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

UNOFFICIAL COPY

SCHEDULE 1

TO UCC FINANCING STATEMENT

DEBTOR:

Metro Commons, L.L.C. ("**Debtor**")
 c/o Par Development, Inc.
 12040 Raymond Court
 Huntley, Illinois 60142
 Attn: Daniel L. Shepard

SECURED PARTY:

U.S. Bank National Association
 ("**Secured Party**")
 Real Estate Banking Group
 209 S. LaSalle Street, Suite 210
 Chicago, IL 60604
 Attn: Emad Murrar

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 ("**Mortgage**") from Debtor to U.S. Bank National Association, as Administrative Agent, Secured Party dated as of June 10, 2008.

Debtor hereby grants to Secured Party all of Debtor's right, title and interest in, to and under the following described property (the "**Mortgaged Property**"):

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,

UNOFFICIAL COPY

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

D. Each and every lease, license 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. All cash or securities, if any, and other cash equivalents, if any, in and under the Leases and any guaranties of Leases deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, income, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), pass throughs tenant-required contributions for taxes, costs for major improvements, leasing commissions, capital expenditures and other cash items from the Land and the Improvements, all income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Mortgaged Property, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Mortgaged Property or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Mortgaged Property, and all proceeds from the sale, termination or other disposition of the Leases or from any award, judgment or payment which may heretofore or hereafter be made with respect to any action or proceedings brought with respect to the Leases whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and the right to receive and apply the Rents to the payment of the Secured Obligations; and all deposits made by Debtor pursuant to this Mortgage or other agreement with Secured Party or Lenders regarding the Mortgaged Property and any accounts in which such deposits are held; 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 9-315 of the Uniform Commercial Code ("**UCC**"), as adopted in the state in which the Mortgaged Property is located (the "**State**"); and

UNOFFICIAL COPY

G. All of the aforementioned personal property and any and all other machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furnishings, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property 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 Mortgaged Property, or appurtenances thereon, or usable in connection with the present or future operation and occupancy of the Mortgaged 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, trade names, trademarks, service marks, copyrights, patents 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 UCC (hereinafter collectively called the "**Personalty**"), and the right, title and interest of Debtor in and to any of the Personalty which may be subject to any security agreements as defined in the UCC, as adopted and enacted by the State, superior in lien to the lien of this Mortgage; and

H. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Debtor is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, purchase contracts for the sale of all or any portion of the Land, 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

UNOFFICIAL COPY

I. To the extent assignment thereof is legally permissible, 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

J. 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

K. 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

L. 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

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

N. All right, title and interest of Debtor 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 Mortgaged Property-related services on the Mortgaged Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services.

O. All of Debtor's existing and after acquired or created accounts (including, without limitation, bank, brokerage and similar accounts and demand depository accounts), accounts receivable, contract rights, general intangibles, judgments, notes, drafts, acceptances, instruments, chattel paper, deposits and all other personal property of every kind, nature or description in connection with the Mortgaged Property.

UNOFFICIAL COPY

EXHIBIT A TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

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

Lots 2, 3, 5, 6, 7, 8, 9 and 10 in Metro Commons being a subdivision of part of the southeast ¼ of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County Illinois.

PIN Number: 15-17-405-001-0000
15-17-404-025-0000
15-17-404-026-0000 (affects this and other property)
15-17-404-037-0000 (affects this and other property)
15-17-404-038-0000 (affects this and other property)
15-17-404-040-0000
15-17-404-013-0000 (affects this and other property)

Address of Property: Vacant land, corner of Mannheim Road and Harrison Street, Hillside, Illinois