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0824018147

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0824018147 Fee: \$82.00

Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 08/27/2008 04:53 PM Pg: 1 of 11

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LOAN OPERATIONS, LAKESIDE BANK
1055 W. ROOSEVELT ROAD
CHICAGO, ILLINOIS 60608-1559

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				
TOIA BUILDING PROPERTIES LIMITED PARTNERSHIP				
OR		1b. INDIVIDUAL'S LAST NAME		
		FIRST NAME		
		MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS				
3931 SOUTH LEAVITT STREET		CHICAGO		COUNTRY
		STATE	POSTAL CODE	USA
		IL	60609	
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION
36-3281461		LIMITED PARTNERSHIP		ILLINOIS
ADD'L INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID #, if any		
		ILC001361 <input type="checkbox"/> 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				
3504 NORTH CICERO L.L.C.				
OR		2b. INDIVIDUAL'S LAST NAME		
		FIRST NAME		
		MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS				
3931 SOUTH LEAVITT STREET		CHICAGO		COUNTRY
		STATE	POSTAL CODE	USA
		IL	60609	
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION
		LIMITED LIABILITY COMPANY		ILLINOIS
ADD'L INFO RE ORGANIZATION DEBTOR		2g. ORGANIZATIONAL ID #, if any		
		<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TRUST, TRUSTEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
LAKESIDE BANK				
OR		3b. INDIVIDUAL'S LAST NAME		
		FIRST NAME		
		MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS				
55 W. WACKER DRIVE		CHICAGO		COUNTRY
		STATE	POSTAL CODE	USA
		IL	60601	

4. This FINANCING STATEMENT covers the following collateral: **FIXTURES; ALL GOODS NOW OR IN THE FUTURE AFFIXED OR ATTACHED TO REAL ESTATE.**

PRODUCTS/PROCEEDS OF COLLATERAL ARE ALSO COVERED.

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]: All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA: 6060029-01

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME TOIA BUILDING PROPERTIES LIMITED		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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. 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. 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:

THE GOODS ARE OR ARE TO BECOME FIXTURES ON: SEE ATTACHED EXHIBIT A.

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

FIXTURES: TOIA BUILDING PROPERTIES LIMITED PARTNERSHIP.

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

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EXHIBIT A

PARCEL 1: LOT 62 (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF SAID LOTS TAKEN FOR ALLEY) WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN THE ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #09-17-415-025

The property is located in Cook County at 1504 Miner Street, DesPlaines, Illinois 60016.

PARCEL 2A: ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6, FROM A POINT WHICH IS 1180.80 FEET WEST OF THE NORTHEAST CORNER THEREOF WHICH POINT OF BEGINNING IS 348.00 SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE CONTINUING SOUTH ON SAID SOUTH LINE WHICH IS DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 26.20 FEET TO A POINT; THENCE SOUTHWESTERLY ON A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO THE SOUTHEAST WITH A RADIUS OF 258.50 FEET TO ITS INTERSECTION WITH A LINE 533.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHEAST WITH A RADIUS OF 258.50 FEET TO ITS INTERSECTION WITH A LINE 573 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID POINT OF INTERSECTION BEING 1272.5 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE WESTERLY ALONG SAID LINE 573 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6 FROM A POINT THEREIN 1312.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTHERLY ON SAID LAST DESCRIBED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 225.0 FEET TO ITS INTERSECTION WITH A LINE 348.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 131.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2B: ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33.0 FEET SOUTH OF THE NORTH LINE AND 1312.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6, THENCE SOUTHERLY ON A STRAIGHT LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6 A DISTANCE OF 540.00 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 573.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE WESTERLY ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 6; SAID POINT BEING 1362.30 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 6; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 6 A DISTANCE OF 548.00 FEET TO A POINT OF INTERSECTION WITH A LINE 33.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE EASTERLY ALONG LAST DESCRIBED LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 3931 SOUTH LEAVITT STREET, CHICAGO, ILLINOIS

PIN: #20-06-100-009, 20-06-100-019 AND 20-06-100-099

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PARCEL 3: LOT 71 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 72 AND 73 IN THE RESUBDIVISION OF BLOCK 2 IN HAMBETON, WESTON AND DAVIS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #14-20-425-010 AND 14-20-425-011

The property is located in Cook County at 3211-3215 North Sheffield Avenue, Chicago, Illinois 60657.

PARCEL 5: LOTS 8 AND 9 IN THE SUBDIVISION OF LOTS 10, 11, 12, 13, 14 AND 15 (AND ALLEY BETWEEN SAID LOTS) IN BLOCK 3 OF THE SUBDIVISION OF BLOCKS 2, 3, AND 4 IN FORCES SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #16-07-326-018 AND 16-07-326-019

The property is located in Cook County at 348 West Madison Street, Oak Park, Illinois 60302.

PARCEL 6: LOT 69 IN W.D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 TOGETHER WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOTS 67 AND 68 IN W.D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 TOGETHER WITH LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE NORTH 65 FEET OF LOTS 74 AND 75 IN W.D. PRESTON'S SUBDIVISION OF BLOCKS 4, 8 AND 9 IN LOT 1 IN BLOCK 7 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #11-32-201-002, 11-32-201-001 AND 11-32-201-031

The property is located in Cook County at 6935 North Sheridan Road and 1156 West Farwell Avenue, Chicago, Illinois 60626.

PARCEL 9: LOTS 9, 10, 11 AND 12 IN WEBB'S SUBDIVISION OF LOT 4 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE WEST 1/2 OF BLOCK 3 IN COCHRAN AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #17-06-413-041

The property is located in Cook County at 1936 West Augusta Boulevard, Chicago, Illinois 60622.

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PARCEL 10: LOT 7 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 IN CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11: LOT 30, 31, 32, 33, AND 34 IN THOMAS STINSON'S SUBDIVISION OF BLOCK 48 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #17-17-325-014, 17-17-325-028, 17-17-325-029, 17-17-325-030, 17-17-325-031 AND 17-17-325-032

The property is located in Cook County at 1419 West Taylor Street and 1418-30 West Fillmore Street, Chicago, Illinois 60607.

PARCEL 12: LOTS 25, 26 AND 27 IN BLOCK 1 IN BICKERDIKE'S ADDITION TO IRVING PARK, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART LYING SOUTH OF ELSTON AVENUE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #13-23-201-022, 13-23-201-023 AND 13-23-201-024

The property is located in Cook County at 3877 North Elston Avenue, Chicago, Illinois 60618.

PARCEL 13: ALL OF LOTS 22, 23 AND 24 AND THE EAST 93.08 FEET OF THE NORTH 41.91 FEET OF LOTS 25, 26, 27 AND 28, TAKEN AS A TRACT, ALL IN SOUTHTOWN, A RESUBDIVISION OF LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 1, LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 2, LOTS 1 TO 32 IN BLOCK 3, LOTS 1 TO 28 IN BLOCK 4, LOTS 5 TO 28 IN BLOCK 5, LOTS 1 TO 32 IN BLOCK 6, LOTS 7 TO 19 IN BLOCK 8, IN FIREMAN'S INSURANCE COMPANY'S ADDITION TO MORGAN PARK IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 19: LOT 31 (EXCEPT THE EAST 8 FEET 1 INCH THEREOF) AND ALL OF LOTS 32, 33 AND 34 IN SOUTHTOWN, A RESUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1926 AS DOCUMENT NO. 9255323, IN COOK COUNTY, ILLINOIS.

PIN: #24-13-431-036, 24-13-431-037, 24-13-431-043, 24-13-431-038

The property is located in Cook County at 11050-60 South Western Avenue and 2416 West 111th Street, Chicago, Illinois 60643.

PARCEL 14: THE SOUTH 280 FEET OF THE WEST 1/2 OF BLOCK 2 IN FREDERICK H. BARTLETT'S 95TH STREET ACRES BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF VACATED SOUTH NATOMA AVENUE LYING WEST AND ADJOINING TO SAID SOUTH 280 FEET IN COOK COUNTY, ILLINOIS. PIN: #24-06-423-006

The property is located in Cook County at 6616 West 95th Street, Oak Lawn, Illinois 60453.

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PARCEL 15: LOT 10 IN THE RESUBDIVISION OF LOT 2 IN RIVER OAK WEST UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR RIGHT OF WAY SUBDIVISION RECORDED AUGUST 9, 1973 AS DOCUMENT NO. 22433855), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT NO. 22596794, IN COOK COUNTY, ILLINOIS.

15A: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL 15 TO RING ROAD FOR THE BENEFIT OF PARCEL 15 AS CREATED BY THE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTION AGREEMENT RECORDED JULY 26, 1976 AS DOCUMENT NO. 23573374 OVER THE FOLLOWING DESCRIBED LAND: OUTLOT A IN THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEAST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD (EXCEPTING FROM SAID LOT 2 THAT PART TAKEN FOR RIGHT OF WAY SUBDIVISION RECORDED AUGUST 9, 1973 AS DOCUMENT NO. 22433855, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT NO. 22596794, IN COOK COUNTY, ILLINOIS.

PIN: #29-24-200-021

The property is located in Cook County at 1455 Ring Road, Calumet City, Illinois 60409.

PARCEL 18: LOTS 17, 18, 19, 20, 21, 22 AND 23 IN BLOCK 1 IN CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND NORTH OF RAILROAD IN COOK COUNTY, ILLINOIS. PIN: #25-02-405-036, 25-02-405-037, 25-02-405-038, 25-02-405-039, 25-02-405-040, 25-02-405-041 AND 25-02-405-042

The property is located in Cook County at 9156 South Stony Island Avenue, Chicago, Illinois 60617.

PARCEL 20: LOTS 1, 2, 3, 4 AND 5 IN HAYWOODS SUBDIVISION OF THE WEST 4/5 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 21: LOTS 1 TO 4 IN C. CLEAVER'S SUBDIVISION OF THE EAST 2 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #17-34-104-001 AND 17-34-104-018

The property is located in Cook County at 245-301 East 31st Street, Chicago, Illinois 60616.

PARCEL 22: THE SOUTH 12.5 FEET OF LOT 5 AND ALL OF LOT 6 IN MIONSKE'S RESUBDIVISION OF LOT 1 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE SOUTH 2/3 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: #13-21-403-080

The property is located in Cook County at 3504 North Cicero Avenue, Chicago, Illinois 60641.

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SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is August 18, 2008. The parties and their addresses are:

SECURED PARTY:

LAKESIDE BANK
55 W. WACKER DRIVE
CHICAGO, IL 60601

DEBTOR:

TOIA BUILDING PROPERTIES LIMITED PARTNERSHIP
an Illinois Limited Partnership
3931 South Leavitt Street
Chicago, IL 60609

3504 NORTH CICERO L.L.C.
an Illinois Limited Liability Company
3931 South Leavitt Street
Chicago, IL 60609

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

Where the owner of the Property is different from the obligor or guarantor whose obligation this Agreement secures, "Debtor" refers to each person or entity who is an owner of the Property and "Obligor" or "Guarantor," as applicable, refer to such parties as designated in the SECURED DEBTS section.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6060029-01, dated August 18, 2008, from Toia Building Properties Limited Partnership, Leona's Pizzeria, Inc. and 3504 North Cicero L.L.C. (Obligor) to you, in the amount of \$15,800,000.00.

B. All Debts. All present and future debts from Obligor to you, even if this Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Agreement. Nothing in this Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Agreement will not secure any other debt if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

C. Sums Advanced. All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. Fixtures. All goods now or in the future affixed or attached to real estate. The goods are or are to become fixtures on:
SEE ATTACHED EXHIBIT A.

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4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. Toia Building Properties Limited Partnership is an organization registered under the laws of Illinois. 3504 North Cicero L.L.C. is an organization registered under the laws of Illinois. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. Ownership of Property. I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

5. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

6. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.

B. pay any rents or other charges under any lease affecting the Property.

C. order and pay for the repair, maintenance and preservation of the Property.

D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.

E. place a note on any chattel paper indicating your interest in the Property.

F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.

G. handle any suits or other proceedings involving the Property in my name.

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H. prepare, file, and sign my name to any necessary reports or accountings.

I. make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

7. DEFAULT. I will be in default if any of the following occur:

A. Payments. I or Obligor fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination or existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.

E. Other Documents. A default occurs under the terms of any other Loan Document.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

N. Insecurity. You determine in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

8. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

9. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.

E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

F. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and

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any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Illinois Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

10. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. ADDITIONAL TERMS. This Security Agreement also secures Loan Number 6060029-03 in the amount of \$2,200,000.00.

12. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

13. APPLICABLE LAW. This Agreement is governed by the laws of Illinois, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Illinois, unless otherwise required by law.

14. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement for the remaining Property. Debtor agrees that you and any party to this Agreement may extend, modify or make any change in the terms of this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

15. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

17. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Debtor will be deemed to be notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

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SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:

Toia Building Properties Limited Partnership

By Leon Toia
Leon Toia, L.L.C., Managing General Partner

3504 North Cicero L.L.C.

By Leon Toia
Leon Toia, Manager/Member

SECURED PARTY:

LAKESIDE BANK

By _____
Philip D. Cacciatore, Executive Vice President

Property of Cook County Clerk's Office