

# UNOFFICIAL COPY



Doc#: 0824216053 Fee: \$46.00  
 Eugene "Gene" Moore RHSP Fee: \$10.00  
 Cook County Recorder of Deeds  
 Date: 08/29/2008 03:24 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)

**Corporation Service Company**  
 P.O. Box 2969  
 Springfield, IL 62708

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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		FIRST NAME		MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME		CHICAGO		STATE	POSTAL CODE
1c. MAILING ADDRESS		11. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any	COUNTRY
1333 NORTH KINGSBURY, SUITE 301		IL		60622	USA
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any
	LP	LP	IL		C004641 <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		FIRST NAME		MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
2c. MAILING ADDRESS		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any	COUNTRY
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> 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		FIRST NAME		MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME		NEW YORK		STATE	POSTAL CODE
3c. MAILING ADDRESS		1290 AVENUE OF THE AMERICAS		NY	10104
				USA	

4. This FINANCING STATEMENT covers the following collateral:

ALL ESTATE, RIGHT, TITLE AND INTEREST WHICH DEBTOR NOW HAS OR MAY LATER ACQUIRE IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED ON EXHIBIT A, WHICH COLLATERAL IS LOCATED ON THE REAL PROPERTY DESCRIBED ON EXHIBIT B, EACH OF WHICH IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ALL PURPOSES.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 277263-00143						
IL-Cook County						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company  
 2713 Centerville Rd, Ste. 400  
 Wilmington, DE 19808

pl  
 At

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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

9a. ORGANIZATION'S NAME <b>THE ADDISON/BRIAR APARTMENTS</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

IL-Cook County

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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					
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
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## 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:

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

**UNOFFICIAL COPY****EXHIBIT A TO UCC FINANCING STATEMENT**

THE ADDISON/BRIAR APARTMENTS,  
an Illinois limited partnership (DEBTOR)

AXA EQUITABLE LIFE INSURANCE COMPANY  
a New York corporation (SECURED PARTY)

**Collateral Description**

Attached to and being a part of UCC Financing Statement from The Addison/Briar Apartments, as Debtor, to AXA Equitable Life Insurance Company, as Secured Party.

Capitalized terms used herein without definition have the meanings given them in that certain Mortgage, Security Agreement and Fixture Filing by Debtor to Secured Party (the "Mortgage").

Debtor hereby irrevocably and absolutely grants, transfers, assigns, mortgages, bargains, sells and conveys to Secured Party, its successors and assigns, all the following (collectively, the "Premises"):

1. All that certain lot, piece or parcel of land or lots, pieces or parcels of land, as the case may be (the "Land"), more particularly described in Exhibit B attached hereto and made a part hereof;
2. The Improvements;
3. The Equipment;
4. All and singular the tenements, hereditaments, easements, rights of way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same and of, in and to every part and parcel thereof;
5. All right, title and interest of Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;
6. All Leases and all Rents;
7. All right, title and interest of Debtor in, to and under any and all Contracts;
8. All insurance policies maintained by or for the benefit of Debtor with respect to the Premises and/or the business of Debtor conducted in connection therewith, all premiums paid or due and payable thereunder and all proceeds paid or due and payable thereunder;

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9. All sums held in escrow by Secured Party pursuant to the Mortgage and/or any other Loan Document;

10. All proceeds, compensation, awards, damages and other payments (collectively, "proceeds") paid or due and payable by any governmental or quasi governmental authority or corporation on account of any Taking of all or any portion of the Premises, including interest thereon, and the right to receive the same;

11. All contracts of sale for or assignment of the Premises or any part thereof or interest therein and all sums paid or due and payable thereunder, including, without limitation, any and all earnest moneys and/or other deposits made or due and payable thereunder;

12. All claims and/or choses in action of any kind whatsoever arising in tort, by contract or otherwise which Debtor now has or may at any time hereafter acquire with respect to the Premises or any part thereof or interest therein or the business of the Debtor conducted in connection therewith together with the right to take any action or file any papers or process with any governmental or quasi-governmental authority or in any court of competent jurisdiction which action or filing may, in the opinion of Secured Party, be necessary to preserve, protect or enforce such rights, claims and choses in action, including the right to file any proof of claim in any bankruptcy or insolvency proceeding under any Federal, state or other laws; and any rights, claims or awards accruing to or to be paid to Debtor in its capacity as lessor or lessee under any Lease; and

13. All proceeds of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

#### Defined terms:

"**Contracts**" shall mean any and all contracts, agreements and other undertakings of any kind whatsoever, written or oral, for the delivery of services and/or the acquisition of supplies or materials in connection with the ownership, management, operation, maintenance, leasing, construction and/or improvement of the Premises

"**Equipment**" shall mean all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof, owned by Mortgagor and used or usable in connection with any present or future operation thereof including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors; but not including any personal property of tenants under the Leases.

"**Improvements**" shall mean all buildings, structures and other improvements now or hereafter existing, erected or placed on or under the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures of every kind

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and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with Premises.

**"Lease"** shall mean all leases, license agreements, and other occupancy or use agreements (whether oral or written), now or hereafter existing, under which the Debtor is the landlord or equivalent which cover or relate to all or any part of the Premises, together with all options therefor and guarantees thereof, if any, and any and all amendments, modifications, extensions and/or renewals of the foregoing.

**"Rents"** shall mean rents, royalties, issues, profits, revenues, income and other benefits of the Premises arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits, and any and all sums paid or due and payable in connection with the modification or termination of any of the Leases.

**"Taking"** shall mean the taking of the Premises or any part thereof or interest therein by reason of any public improvement or condemnation proceeding or by the exercise of the power of eminent domain or any other activity by the governmental or quasi governmental authority or corporation of any kind on or off the Premises, including, without limitation, change of the grade of any street, resulting in damage or injury to the Premises or any part thereof or interest therein, including, without limitation, reduction in the value thereof.

**"Uniform Commercial Code"** shall mean the Uniform Commercial Code as enacted into law in the state in which the Land is situated.

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## EXHIBIT B TO UCC FINANCING STATEMENT

THE ADDISON/BRIAR APARTMENTS,  
an Illinois limited liability company (DEBTOR)

AXA EQUITABLE LIFE INSURANCE COMPANY  
a New York corporation (SECURED PARTY)

### Legal Description

LOT 8 IN BLOCK 7 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND LOTS 33 TO 37, INCLUSIVE, IN PINE GROVE, BEING A SUBDIVISION BY ELISHA E. HUNDLEY, OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 536 West Addison, Chicago, Illinois  
PINs: 14-21-110-010-0000