

# 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)**

MICHAEL Z. MARGOLIES  
4709 W. GOLF  
SUITE 475  
SKOKIE, IL 60076



0916233013

Doc#: 0916233013 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2009 08:32 AM Pg: 1 of 6

SE 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**  
WI-FI FAIRWAY, LLC

OR

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

**1c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY

8170 N. MCCORMICK BLVD SKOKIE IL 60076 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** 03113361 ☐ 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)) - insert only one secured party name (3a or 3b)

**3a. ORGANIZATION'S NAME**  
BRICKYARD BANK

OR

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

**3c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY

6676 N. LINCOLN LINCOLNWOOD IL 60712 USA

### 4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A

Box 400-CTCC

**5. ALTERNATIVE DESIGNATION (if applicable):** LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

**6. [X] 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

**8. OPTIONAL FILER REFERENCE DATA**

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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

OR	9a. ORGANIZATION'S NAME <b>WI-FI FAIRWAY, LLC</b>		
	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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. <u>SEE INSTRUCTIONS</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)

OR	12a. ORGANIZATION'S NAME			
	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 A-1 ATTACHED HERETO  
AND 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

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## EXHIBIT A

### SCHEDULE OF COLLATERAL

1. All Deposit Accounts from time to time maintained by the Debtor with the Secured Party, all cash and investments from time to time on deposit in all such Deposit Accounts, and all proceeds of all of the foregoing.

2. The following: (i) all Hedging Transactions (as defined below) from time to time entered into by the Debtor with the Secured Party or any other provider, (ii) all contracts from time to time entered into by the Debtor with the Secured Party or any other provider with respect to such Hedging Transactions, (iii) all amounts from time to time payable to the Debtor under such Hedging Transactions and contracts, and (iv) all proceeds of all of the foregoing. The term "Hedging Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Debtor and the Secured Party or any other provider which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

3. The Gross Revenues (as defined below), all of the Debtor's present and future accounts receivable, and the proceeds of all of the foregoing. The term "Gross Revenues" means all income and receipts with respect to the real estate described in Exhibit A-1 attached hereto and the improvements located thereon, including, without limitation, all base rent, additional rent, security deposits and other amounts paid by tenants of the said real estate and improvements.

4. All improvements of every nature whatsoever now or hereafter situated on the said real estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the said real estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf.

5. All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, to the extent in any way now or hereafter belonging, relating or appertaining to the said real estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same.

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6. All rents, revenues, issues, profits, proceeds, income, royalties, accounts, including health-care-insurance receivables, escrows, letter-of-credit rights (each as defined in the Uniform Commercial Code), security deposits, impounds, reserves, tax refunds and other rights to monies from the said real estate and improvements and/or the businesses and operations conducted by the Debtor thereon.

7. All interest of the Debtor in all leases now or hereafter on the said real estate and improvements, whether written or oral, together with all security therefor and all monies payable thereunder.

8. All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the said real estate or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the said real estate and improvements, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the said real estate or improvements in any manner.

9. All of the Debtor's interests in general intangibles including payment intangibles and software now owned or hereafter acquired and related to the said real estate and improvements including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the said real estate and improvements; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the said real estate and improvements; and (iv) all choses in action and causes of action relating to the said real estate and improvements.

10. All of the Debtor's accounts now owned or hereafter created or acquired which relate to the said real estate and improvements and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) securities, investment property, financial assets, and securities entitlements, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all

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warranties, guarantees, permits and licenses in favor of the Debtor with respect to the said real estate and improvements.

11. All proceeds of all of the collateral described in paragraphs 4 through 10 above, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the said real estate and improvements or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the said real estate and improvements or proceeds of any sale, option or contract to sell the said real estate and improvements or any portion thereof.

12. The following: (i) All of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the said real estate and all buildings and other improvements located thereon, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases, now or hereafter existing, of all or any part of the said real estate and improvements together with all guaranties of any of such leases and subleases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under such leases and subleases, including rights to termination fees and compensation with respect to rejected leases and subleases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the said real estate and improvements.

Some or all of the above-described property may be or become fixtures to the real estate described in Exhibit A-1 attached hereto.

3.Brickyrd Bank.8707 Skokie.Schedule of Collateral.052909

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## EXHIBIT A-1

### LEGAL DESCRIPTION OF REAL ESTATE

#### PARCEL 1:

LOTS 17 TO 19, IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1924 AS DOCUMENT 8503410 IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

THAT PART OF LOT 9 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 20 IN EVANSTON GOLF CLUB'S WEST BORDER LOT SUBDIVISION; AND RUNNING THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 20, EXTENDED EAST, A DISTANCE OF 200 FEET, TO THE EXTENSION OF THE EAST LINE OF LOT 24; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24, EXTENDED SOUTH, A DISTANCE OF 70 FEET, TO A POINT ON THE SAID LINE, 295 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 24; THENCE SOUTHWESTERLY 308.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17, AS AFORESAID; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PIN: 10-22-100-013-0000;  
10-22-100-014-0000;  
10-22-100-015-0000; and  
10-22-100-040-0000

Street Address: 8707 Skokie Boulevard, Skokie, Illinois 60077

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