

UNOFFICIAL COPY



Doc#: 0917355047 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 01:57 PM Pg: 1 of 11

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Mark Edward: Laskowski

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Mark Edward: Laskowski (without prejudice)
c/o 5N758 Rochefort Lane (non-domestic)
Wayne [60184] Illinois**

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
UNITED NATIONS, UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK, COUNTY OF DUPAGE

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
207 STATE HOUSE

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
CORPORATION FEDERAL

1f. JURISDICTION OF ORGANIZATION
IL 62706 USA

1g. ORGANIZATIONAL ID #, if any
 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
FOSTER, KALLEN & SMITH

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS
8102 WEST 119TH ST., SUITE 150

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION
CORPORATION FEDERAL

2f. JURISDICTION OF ORGANIZATION
IL 60464 USA

2g. ORGANIZATIONAL ID #, if any
50013 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
MARK EDWARD LASKOWSKI

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
5N758 ROCHEFORT LANE

3d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

3e. TYPE OF ORGANIZATION
CORPORATION FEDERAL

3f. JURISDICTION OF ORGANIZATION
IL 60184 USA

4. This FINANCING STATEMENT covers the following collateral:

NOTICE: In accordance with U.S.C. 47 - Property - This entry of the Debtor in the Commercial Registry and the following property is hereby registered in the same as public notice of a commercial transaction: NOTICE OF BILLING STATEMENT (ref. Certified Mail Number 7008 3230 0002 2303 3589) NOTICE OF DEFAULT-AFFIDAVIT OF NOTICE (ref. Dupage County Recorder of Deeds Document # R2009-070831) FOSTER KALLEN & SMITH (and all of it's Attorneys) 8102 WEST 119th ST., SUITE 150, PALOS PARK [60464] ILLINOIS All property/collateral/assets is hereby Liened and Levied. Adjustments of the filing is Public Law 73-10 and U.C.C. 10-104. All proceeds, products, accounts, fixtures and the orders therefrom are released to Secured Party (Mark Edward: Laskowski) \$37,575,000.00

This is actual Constructive Notice that all of Debtor's interest now owned or hereafter acquired is hereby accepted as collateral for securing Default obligation in favor of the Secured Party as detailed in a true, complete, authorized Security Agreement in the possession of the Secured Party.

FOSTER, KALLEN & SMITH, ORGANIZATION/TRADE NAME/TRADEMARK-DEBTOR

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

8. OPTIONAL FILER REFERENCE DATA

Secured Party: **MARK EDWARD LASKOWSKI**

International Association of Commercial Administrators (IACA)

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 UNITED NATIONS, UNITED STATES:		
OR	9b. INDIVIDUAL'S LAST NAME STATE OF ILLINOIS, COUNTY OF COOK, COUNTY OF DUPAGE		
	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. 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:

16. Additional collateral description:

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

STREET ADDRESS: 8102 W. 119TH STREET, UNIT 600

CITY: PALOS PARK

TAX NUMBER: 23-23-409-040-1006

ZIP CODE: 60464

COUNTY: COOK

LEGAL DESCRIPTION:

UNIT NUMBER 600 IN ONE PARK PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27412339 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SECURITY AGREEMENT

NON-NEGOTIABLE

This Security Agreement is made and entered into this 12th day of May 2009 by and between **FOSTER KALLEN & SMITH DEBTORS**, hereinafter "DEBTORS," **ATTORNEY NUMBER 50013**, and **Mark Edward: Laskowski**©, Secured Party, hereinafter "Secured Party." All parts and portions of this Security Agreement are valid and enforceable. The Parties, hereinafter "Parties," are identified as follows:

DEBTOR(S)

FOSTER KALLEN & SMITH
8102 WEST 119th ST., SUITE 150
PALOS PARK [60464] ILLINOIS
ATTORNEY NUMBER 50013

Secured Party

Mark Edward: Laskowski© (without prejudice)
c/o 5N758 Rochefort Lane (non-domestic)
Wayne, Illinois State [60154]
United States of America

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

In consideration the DEBTOR voluntarily agrees to authorize the Secured Party and **MARK EDWARD LASKOWSKI**© to record a UCC-1 and this Security Agreement on **FOSTER KALLEN & SMITH** and all of it's attorneys individually as debtors to secure the debt owed **MARK EDWARD LASKOWSKI**©; and Secured Party.

1. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and
5. Constituting the source of the assets, that provide the valuable consideration sufficient to support any DEBT owed by **FOSTER KALLEN & SMITH** and all of it's attorneys, DEBTORS hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTORS and Secured Party, wherein and whereby DEBTORS:
 - a. Voluntarily enters DEBTORS in the Commercial Registry;
 - b. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below; and
 - c. Agrees to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of the Secured Party for exclusive and discretionary use by the Secured Party in any manner that the Secured Party, by Sovereign and Unalienable Right, elects.

UNOFFICIAL COPY

PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

1. The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTORS and the Secured Party as registered herewith.
2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of the Secured Party.
3. All of the property of the DEBTORS is the secured property of the Secured Party.
4. Any unauthorized use of DEBTORS in any manner that might influence, affect, pertain to, or be presumed to pertain to the Secured Party in any manner is expressly prohibited without the written consent of the Secured Party.

DEFAULT JUDGMENT

Know all men by these presents, that DEBTORS, **FOSTER KALLEN & SMITH**, establishes this DEFAULT JUDGMENT in favor of the Secured Party, **Mark Edward: Laskowski**, in the sum of present Collateral Values up to the penal sum of **Thirty Seven Million Five Hundred Seventy Five Thousand United States Dollars (\$37,575,000.00)**, for the payment of which, well and truly made, DEBTORS binds DEBTORS and DEBTORS heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above default judgment is: the DEBTORS, as set forth above in Agreement, and DEBTORS, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to grant to the Secured Party a Security Interest in the herein below described Collateral.

This default judgment shall be in force and effect as of the date hereon and until the DEBTORS **FOSTER KALLEN & SMITH**, is released from liability by the written order of the Secured Party and provided that said DEBTORS may not cancel this default judgment or be relieved of further liability hereunder until the entire default judgment amount has been satisfied in full.

INDEMNITY CLAUSE

DEBTORS, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Parties personal guarantee with respect to any loan or indebtedness of DEBTORS, including any amount DEBTORS might be deemed to owe to any creditor for any reason whatsoever.

The DEBTORS shall promptly advise secured Party of any Claim and provide Secured Party with full details of said Claim, inter alia, copy of any document, correspondence, suit, or action received by or served upon the DEBTORS. The DEBTORS shall fully cooperate with Secured Party in any discussion, negotiation, or other proceeding relating to any Claim.

UNOFFICIAL COPY

OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTORS to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

COLLATERAL

The collateral to which this Security Agreement pertains to, inter alia, all herein below described personal and real property of DEBTORS, now owned or hereafter, acquired by DEBTORS, in which the Secured Party holds all interest. DEBTORS conveys possession and use, and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures, and the Orders there from, are released to Secured Party.

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;
2. All rents, wages, and income;
3. All land, mineral, water, and air rights;
4. All cottages, cabins, houses, and buildings;
5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;
6. All inventory in any source;
7. All machinery, either farm or industrial;
8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, inter alia: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;
11. All livestock and animals, and all things required for the care, feeding, use, and husbandry thereof;
12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;
13. All computers, computer-related equipment and accessories, electronically stored files or data, telephones, electronic equipment, office equipment and machines;

UNOFFICIAL COPY

14. All visual reproduction systems, aural reproduction Systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;
15. All manuscripts, booklets, pamphlets, treatises, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;
16. All books and records of DEBTORS;
17. All Trade marks, Registered Marks, copyrights, patents, proprietary data and technology, inventions, royalties, good will;
18. All scholastic degrees, diplomas, honors, awards, meritorious citations;
19. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever, of DEBTORS;
20. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, and any software, machinery, or devices related thereto;
21. All Rights to barter, buy, contract, sell, or trade ideas, products, services, or work;
22. All Rights to create, invent, adopt, utilize, or promulgate any system or means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;
23. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;
24. All seals;
25. All present and future retirement incomes, and rights to such incomes, issuing from any of DEBTORS accounts;
26. All credit, charge, and debit cards, and mortgages, notes, applications, card numbers, and associated records and information;
27. All credit of DEBTORS;
28. All court cases and judgments, past, present, and future, in any court whatsoever, and all bonds, orders, warrants, and other matters attached thereto or derived there from;
29. All precious metals, bullion, coins, jewelry, precious jewels, semi-precious stones, mounts, and any storage boxes within which said items are stored;
30. All bank accounts, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities, Individual Retirement Accounts, money market accounts, mutual funds, notes, options, puts, calls, pension plans, savings accounts, stocks, warrants, 401-K.s, and the like;
31. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, Treasury Direct Accounts, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto or derived there from;

UNOFFICIAL COPY

32. All cash, coins, money, Federal Reserve Notes, and Silver Certificates;
33. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, implements, service equipment, parts, and supplies, and storage sheds and contents;
34. All fuel, fuel tanks, containers, and involved or-related delivery systems;
35. All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;
36. All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;
37. All rifles and guns and related accessories, and ammunition and the integral components thereof;
38. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;
39. All power-generating machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;
40. All computers and computer Systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices and processes;
41. All office and engineering equipment, furniture, ancillary equipment, drawings tools, electronic and paper files, and items related thereto;
42. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;
43. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof, whether on-site, in transit, or in storage anywhere;
44. All building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;
45. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
46. All books, drawings, magazines, manuals, and reference materials regardless of physical form;
47. All artwork, paintings, etchings, photographic art, lithographs and serigraphs, and all frames and mounts pertaining or affixed thereto;
48. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport; and storage;
49. All construction machinery and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;

UNOFFICIAL COPY

50. The Will(s) of the DEBTORS;
51. All inheritances gotten or to be gotten;
52. All wedding bands and rings, watches, wardrobe, and toiletries;
53. All household goods and appliances, linen, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;
54. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired, and all books and records thereof and there from, all income there from, and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;
55. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be-addressed to, DEBTORS, whether received or not received by DEBTORS;
56. All telephone numbers;
57. Any property not specifically listed, named, or specified by make, model, serial number, account number etc., is expressly herewith included as collateral of DEBTORS.

ADVISORY

All instruments and documents referenced/itemized above are conveyed to Secured Party. This Security Agreement is accepted for value, property of the Secured Party, and not dischargeable in bankruptcy court as the Secured Party's property is exempt from third-party levy. This Security Agreement supersedes all previous contracts or security agreements between DEBTORS and the Secured Party.

DEBTOR agrees to notify all of DEBTORS former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

DEFAULT

The following shall constitute the events of default hereunder:

1. Failure by DEBTORS to pay any debt secured hereby when due;
2. Failure by DEBTORS to perform any obligations secured hereby when required to be performed;
3. Any breach of any warranty by DEBTORS contained in this Security Agreement; or
4. Any loss, damage, expense, or injury accruing to Secured Party by virtue of the function of DEBTORS.

The Secured Party all rights reserved.

UNOFFICIAL COPY

STREET ADDRESS: 8102 W. 119TH STREET, UNIT 600

CITY: PALOS PARK

ZIP CODE: 60464

COUNTY: COOK

TAX NUMBER: 23-23-409-040-1006

LEGAL DESCRIPTION:

UNIT NUMBER 600 IN ONE PARK PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27412339 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.