



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0917318078 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2009 03:52 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Christine K. Nichols, Esq.
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison, 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: PAV2, LLC
1b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX
1c. MAILING ADDRESS: 24501 ECORSE ROAD, TAYLOR, MI 48180, USA
1d. SEE INSTRUCTIONS, ADD'L INFO RE ORGANIZATION DEBTOR, 1e. TYPE OF ORGANIZATION: LLC, 1f. JURISDICTION OF ORGANIZATION: IL, 1g. ORGANIZATIONAL I.D.#, if any: 0273374

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
2b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX
2c. MAILING ADDRESS
2d. SEE INSTRUCTIONS, ADD'L INFO RE ORGANIZATION DEBTOR, 2e. TYPE OF ORGANIZATION, 2f. JURISDICTION OF ORGANIZATION, 2g. ORGANIZATIONAL I.D.#, if any

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: BP PRODUCTS NORTH AMERICA INC.
3b. INDIVIDUAL'S LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX
3c. MAILING ADDRESS: 28100 TORCH PARKWAY, THIRD FLOOR, WARRENVILLE, IL 60555, USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THAT COLLATERAL DESCRIBED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF WHICH IS LOCATED ON OR RELATED TO THE REAL PROPERTY DESCRIBED IN 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) [ADDITIONAL FEE] [optional] [] All Debtors [] Debtor 1 [] Debtor 2

8. OPTIONAL FILER REFERENCE DATA: BPZZ0076 SS# 5072 (Fee) COOK COUNTY, IL RECORDER

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SCHEDULE 1 TO UCC FINANCING STATEMENT (SS# 5072)

Debtor

PAV2, LLC (“Debtor”)
 c/o B&R Oil Company, Inc.
 24501 Ecorse Road
 Taylor, Michigan 48180
 Attn: William Shaver

Secured Party

BP PRODUCTS NORTH AMERICA INC.,
 (“Secured Party”)
 28100 Torch Parkway
 Third Floor
 Warrenville, Illinois 60555
 Attn: John Underwood

All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Money Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing from Debtor to Secured Party dated as of June _____, 2009 (the “Mortgage”). Debtor does hereby grant, transfer and assign to Secured Party, with power of sale, for the benefit and security of Secured Party, all of its present and future estate, right, title and interest in and to the real property described in Exhibit A attached hereto (the “Real Property”), together with all of the property now or hereafter owned by Debtor described in the following paragraphs:

- (a) all buildings, structures, improvements and tenements now or hereafter located on the Real Property described above;
- (b) all fixtures, machinery, equipment, trailers, furniture, furnishings, building materials, appliances, apparatuses, communications and utility systems and facilities, landscaping and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with, the Real Property, whether or not physically affixed to the Real Property;
- (c) all rights to minerals, oil and gas and other hydrocarbon substances, all water, irrigation and drainage rights, and all crops and timber on, under or relating to the Real Property; all shares of stock in any water company or other utility supplying water or utility services to the Real Property; and all damages, royalties and revenues of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or hereafter acquiring a right to the oil, gas and mineral rights and reservations of the Real Property;
- (d) all privileges and other rights now or hereafter appurtenant or incidental to the Real Property, including air rights and development rights relating to the Real Property and all right, title and interest of Debtor in and to all streets, curbs, gutters, sidewalks, sewers, storm drains, roads and public places, open or proposed; and all easements and rights of way, public or private, now or hereafter used in connection with the Real Property;
- (e) subject and subordinate to the absolute assignment set forth in Paragraph 12 of the Mortgage, all rents (including minimum rents, additional rents and percentage rents), cash, income, issues, accounts receivable, royalties, proceeds, profits, service charges, parking and maintenance charges and fees, tax and insurance contributions, proceeds from the sale of utilities and services, cancellation premiums, and other revenues of or relating to the Real Property or any business conducted thereon (including those now due, past due or to become due by virtue of any “Lease” (as defined below) or in consideration of any service performed by Debtor or in connection with the use or hiring of the Property, regardless of to whom payable), also including any rights to payment for goods

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sold or leased or to be sold or leased or for services rendered or to be rendered (including without limitation revenues relating to any supply agreement between Debtor and any operator of any Real Property (each, an "Operator") or for claims for damages arising from any breach of the Leases, proceeds from any sale or other disposition of all or any portion of the Property (as defined after subparagraph (r) below), and all other benefits arising from the use or enjoyment of, or the lease, sale or other disposition of, all or any portion of the Property (collectively, "Rents");

(f) subject and subordinate to the absolute assignment set forth in Paragraph 12 of the Mortgage, Debtor's right, title and interest in and to any and all existing and future leases, subleases, tenancies, occupancy agreements, licenses and other agreements for the use and occupancy of all or any portion of the Property, whether written or oral, and any guarantees thereof, together with any and all extensions, modifications, amendments, assignments and renewals thereof, and all cash or other security deposited to secure performance by the lessees or tenants of their obligations thereunder, whether such cash or security is to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due prior to the expiration of the term thereof (collectively, the "Leases");

(g) all insurance and insurance policies insuring the Property or any activity thereon or part thereof or interest therein, and all proceeds of such insurance policies; all claims, awards, damages, causes of action, judgments, recoveries, compensation and insurance proceeds arising on account of injury or damage to or taking of all or any part of the Property or for any loss or diminution in value of the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all deposits made with or other security given by Debtor to governmental authorities or utility companies with respect to the Property; all claims or demands with respect to such deposits or security; and all right to refunds or rebates of any such insurance premiums or deposits, taxes or assessments on the Property;

(h) all funds deposited by Debtor with Secured Party in connection with the Loan;

(i) any and all plans, specifications, contracts and agreements for construction of any improvements on the Real Property and all studies, data and drawings relating thereto; Debtor's rights under all payment, performance or other bonds and in all deposits and other security delivered to, by or for the benefit of Debtor in connection with the construction of improvements on the Real Property; any and all construction materials, supplies and equipment used or to be used in connection with the construction of improvements on the Real Property, whether or not stored on the Real Property, and all warranties and guaranties relating thereto; any and all contracts, agreements, and purchase orders with contractors, subcontractors, suppliers and materialmen incidental to construction of improvements on the Real Property; all reserves, deferred payment deposits, cost savings and payments of any kind relating to construction of such improvements; and any and all drawings, maps, plats, surveys, studies and reports relating to the Real Property prepared by or on behalf of Debtor;

(j) all licenses (including liquor licenses, operating licenses or similar licenses), contracts, management contracts or agreements, franchise agreements, building, occupancy and other governmental permits, authorities, consents or certificates acquired or used in connection with the construction, use, ownership, operation, occupancy, maintenance, repair, improvement or development of, or conduct of business on, the Real Property;

(k) all accounts receivable, general intangibles and contract rights relating to the construction, ownership, operation, occupancy, maintenance, repair, improvement, use or

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development of, the Real Property, including Debtor's leasehold interest in any equipment leased by Debtor;

(l) all names, trade names, trademarks, service marks, and logos by which the Real Property is known or operated, all rights to conduct business under any such name or any variation thereof, and all goodwill in any way relating to the Real Property;

(m) all right, title and interest of Debtor in and to any entity that has any interest of any nature in the Real Property; and all share certificates, membership cards and other evidences of Debtor's ownership, membership, participation or rights in such entity or entities;

(n) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into by or on behalf of Debtor for the sale of all or any portion of the Real Property, and all deposits thereunder and proceeds thereof, all purchase agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into by or on behalf of Debtor for the purchase of all or any portion of the Real Property, and all proceeds thereof;

(o) all books, records, accounts and other documents relating to the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement, or development of, or conduct of business on, the Real Property;

(p) all causes of action, monetary judgments, monetary awards and monetary liens, whether arising by judgment or otherwise, and whether accrued before or after the date of this Mortgage, for damage or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Debtor by Secured Party, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact; and

(q) all supplements, modifications and amendments to any of the foregoing; all substitutions, replacements, additions, and accessions to any and all of the foregoing; any of the foregoing hereafter acquired by Debtor; and all proceeds of all of the foregoing.

The Real Property and all of the items described in Paragraphs (a) through (q) above are hereinafter referred to collectively as the "**Property**."

In addition, Debtor hereby grants to Secured Party a security interest in goods that are to become fixtures (as that term is defined in the Uniform Commercial Code) and all other items included among the Property now owned or hereafter acquired by Debtor in which a security interest may be granted pursuant to the Uniform Commercial Code (such items shall herein be referred to as the "**Personal Property**").

The lien and security interest evidenced by this financing statement are subject to the provisions of the Intercreditor Agreement, dated as of June 15, 2009 (the "Intercreditor Agreement") between Wells Fargo Bank, National Association, as senior lien agent, and BP Products North America Inc., as junior lender. In the event of any conflict between the terms of the Intercreditor Agreement and this financing statement, the terms of the Intercreditor Agreement shall govern.

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EXHIBIT A

LEGAL DESCRIPTION SS#5072

3954 W. Division Street

Chicago, IL

LOTS 24, 25, 26, 27, 28 AND 29 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 7, 8, 9, 10 AND 11 IN THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 16-02-125-032-0000 (affects Lots 26, 27, 28 and 29))
16-02-125-033-0000 (affects Lot 25)
16-02-125-034-0000 (affects Lot 24)