

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Aaron Zarkowsky (312/348-1480)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Aaron B. Zarkowsky
Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Ste. 1700
Chicago, Illinois 60606



Doc#: 1001233171 Fee: \$76.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/12/2010 02:48 PM Pg: 1 of 6

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 DWA GROUP 2, LLC				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 8170 MCCORMICK BLVD		CITY SKOKIE	STATE IL	POSTAL CODE 60076
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any IL03194744

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		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, 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 AMERICAN ENTERPRISE BANK				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 600 N. BUFFALO GROVE ROAD		CITY BUFFALO GROVE	STATE IL	POSTAL CODE 60059

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> 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 (if applicable)				
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA				

BOX 333-CT

AR
15A00 Parcels

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENTOR **9a. ORGANIZATION'S NAME****DWA GROUP 2, LLC****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 namesOR **11a. ORGANIZATION'S NAME****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**☐ **NONE****12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR'S NAME - insert only one name (12a or 12b)****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 "B" attached hereto and made a part hereto

16. Additional collateral description:

See Exhibit "A"

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

Debtor is the Record Owner

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

FINANCING STATEMENT BY DWA GROUP 2, LLC, Debtor and AMERICAN ENTERPRISE BANK, Secured Party

The Debtor to secure the payment of the Indebtedness (as defined below), and all extensions, modifications, and renewals thereof, including any future advances which shall have the same priority as any advances made on the date hereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Debtor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Secured Party, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

A. all rights and easements now and/or hereafter created which are appurtenant to the real estate located in the County of Cook, State of Illinois and described in Exhibit B of this Financing Statement attached hereto and made a part hereof (the "Real Estate"), including but not limited to those rights and easements more fully identified thereon, if any; and

B. all and singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises, and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

C. all rents, issues, proceeds, income, royalties, revenue, profits, "accounts," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined) accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

D. all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Debtor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time (the "Code"), this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said goods and other property as collateral in Secured Party as secured party and Debtor as debtor, all in accordance with the Code for the purpose of securing the said Indebtedness, for the benefit of the Secured Party; and

E. all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Secured Party; and

F. all of Debtor's interest in all present and future leases, lettings and licenses of the land, improvements and personally including, without limitation, cash or securities deposited thereunder to secure performance by Debtor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personally, and in and to present and future remainders, rents, issues and profits thereof; and

G. all of Debtor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

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

UNOFFICIAL COPY

I. all of Debtor's accounts now owned or hereafter created or acquired as they relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by 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" (each as defined in the Code), 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 all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Premises;

J. all of Debtor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personally made or acquired by Debtor after the date hereof; and all licenses, permits and other like rights or interests now or hereafter held or acquired by Debtor and necessary or useful for the operation of the Premises.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B FINANCING STATEMENT BY DWA GROUP 2, LLC, Debtor AMERICAN ENTERPRISE BANK, Secured Party

PARCEL 1: LOT 152 IN CENTER AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 4 (EXCEPT THE NORTH 12 FEET THEREOF) AND THE NORTH 22 FEET OF LOT 5 IN BLOCK 6 IN CALUMET TRUST'S SUBDIVISION NO. 2, BEING A RESUBDIVISION OF BLOCKS 158 TO 161 AND 170 TO 173, IN SOUTH CHICAGO PER PLAT RECORDED AS DOCUMENT NUMBER 9224451 IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 12 IN THE RESUBDIVISION OF LOTS 1 TO 37, BOTH INCLUSIVE, IN BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 4 AND 11 IN VINCENNES ROAD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19 AND PARTY LYING EAST OF THE DUMMY TRACT OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 34 IN BLOCK 11 IN MILLS AND SON'S SUBDIVISION OF BLOCKS 3, 4, 5 AND 6 IN THE RESUBDIVISION OF BLOCKS 1 AND 2 IN FOSTER SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: LOT 6 (EXCEPT THE EAST 8 1/3 FEET THEREOF) AND THE EAST 16 2/3 FEET OF LOT 7 IN BLOCK 24 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOT 10 AND THE NORTH 1/2 OF LOT 9 IN BLOCK 3 IN THE RESUBDIVISION OF LOTS 11 TO 16 AND 27 TO 32 IN BLOCK 1 AND LOTS 11 TO 32 IN BLOCK 2 AND LOTS 1 TO 10 IN BLOCK 3, TOGETHER WITH THE 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH THE SOUTH 1/2 OF ORIGINAL BLOCK 2 AFORESAID AND 16 FOOT ALLEY RUNNING EAST AND WEST THROUGH THE NORTH 1/2 OF ORIGINAL BLOCK 3 AFORESAID, ALL IN HANNAH B. CANOS ADDITION TO PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: LOT 46 IN BLOCK 1 IN JOHNSTON AND CLEMENTS SUBDIVISION OF WEST 1/2 OF SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: LOT 34 IN MILLER AND OTHERS SUBDIVISION OF BLOCK 10 IN HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9: LOT 40 AND THE NORTH 13 FEET OF LOT 39 IN BLOCK 2 IN AVONDALE, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: LOTS 10 AND 11 IN BLOCK 2 IN WEST PULLMAN PARK SUBDIVISION OF PART OF LOT 9 OF ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PARCEL 11: LOT 6 IN BLOCK 7 IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12: LOT 4 IN BLOCK 19 IN SOUTH LYNNE, BEING VAIL'S SUBDIVISION IN THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13: LOT 34 (EXCEPT THE NORTH 0.20 FEET THEREOF) AND THE NORTH 12.60 FEET OF LOT 33 IN BLOCK 192 IN SOUTH CHICAGO, BEING A SUBDIVISION BY CALUMET AND CHICAGO CANAL AND DOC COMPANY OF PART OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1875 IN BOOK 9 OF PLATS, PAGE 93, AS DOCUMENT NUMBER 42641, IN COOK COUNTY, ILLINOIS.

PARCEL 14: LOT 19 IN BLOCK 1 IN COUNSELMAN'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 33 FEET THEREOF), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15: LOT 4 IN SUBDIVISION OF LOTS 513 TO 536, BOTH INCLUSIVE, IN DICKEY'S THIRD ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 16: LOT 22 IN BLOCK 4 IN COPE AND MCKINNON'S 63RD STREET SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

16-02-415-004-0000	1 OF 16
16-03-404-007-0000	2 OF 16
16-10-318-012-0000	3 OF 16
16-11-120-010-0000	4 OF 16
16-15-120-031-0000	5 OF 16
19-13-420-018-0000	6 OF 16
19-24-211-008-0000	7 OF 16
20-17-121-009-0000	8 OF 16
20-19-110-023-0000	9 OF 16
20-22-402-023-0000	10 OF 16
20-30-403-025-0000	11 OF 16
25-12-430-075-0000	12 OF 16
25-19-401-038-0000	13 OF 16
25-21-332-017-0000	14 OF 16
25-28-409-006-0000	15 OF 16
26-07-145-070-0000	16 OF 16

Common Addresses (all Chicago, Illinois)

PROPERTIES:

5721 S. Ada (1 of 16)	12471 S. Wentworth (10 of 16)
9914 S. Calhoun (2 of 16)	7516 S. Wood (11 of 16)
11550 S. Church (3 of 16)	6408 S. Bell (12 of 16)
1139 N. Keeler (4 of 16)	10237 S. Hoxie (13 of 16)
4715 W. Maypole (5 of 16)	4432 W. Gladys (14 of 16)
11802 S. Parmell (6 of 16)	949 N. Central Park (15 of 16)
6704 S. St. Lawrence (7 of 16)	6157 S. Rockwell (16 of 16)
523 N. Springfield (8 of 16)	
6421 S. Talman (9 of 16)	