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1001444035

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1001444035 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/14/2010 12:11 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER [optional]
ANDREW M. SACHS, ESQ. (312) 782-9000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ROBBINS, SALOMON & PATT, LTD.
25 EAST WASHINGTON STREET
SUITE 1000
CHICAGO, ILLINOIS 60602

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
THIRD MILLENNIUM REAL ESTATE L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
951 ICE CREAM DRIVE NORTH AURORA IL 60542 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 00722316 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/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
PNC BANK, NATIONAL ASSOCIATION

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2021 SPRING ROAD, SUITE 400 OAK BROOK IL 60523 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO

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) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ILLINOIS SECRETARY OF STATE 5484.184

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13. All building materials and goods owned by Debtor which are procured or to be procured for use in or in connection with the Premises for the construction of additional premises, whether or not such materials and goods have been delivered to the Premises;

14. All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; and

15. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property, and any and all after acquired right, title or interest in and to any of the property described in this Exhibit "A."

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EXHIBIT "A"

DEBTOR: THIRD MILLENNIUM REAL ESTATE L.L.C., an Illinois limited liability company

SECURED PARTY: PNC BANK, NATIONAL ASSOCIATION

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures, trade fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, 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, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in the operation of the "Premises" (as described on Exhibit "B" hereto);

2. All right, title and interest of Debtor now or at any time hereafter existing, in and to all highways, roads, streets, allies and other public thoroughfares and all strips and gores adjoining or within the Premises or any part thereof;

3. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

4. All buildings, structures, improvements, plans of works and fixtures now or at any time hereafter located on the Premises and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof;

5. Debtor's rights, title, and interest in all personal property used or to be used in connection with the operation of the Premises, including without limitation all goods, equipment

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and inventory located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;

6. Debtor's rights, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

7. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises, including, without limitation, all management and other service contracts, certificates of need, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

8. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to the Premises or to any property now or at any time hereafter comprising a part of the property subject to Debtor's mortgage to secured party; all right, title and interest of Debtor, whether now or at any time hereafter existing, and all reversions and remainder to the Premises and such other property;

9. Debtor's right, title, and interest in the rents, income, issues, royalties, revenues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

10. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, credit card receivables, lottery winnings and general intangibles relating to the Premises.

11. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now hereafter located on the Premises or described in the mortgage securing the Premises, the use or occupancy thereof, or the business conducted thereon;

12. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and other property and interests subject to the mortgage from Debtor to Secured Party into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

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EXHIBIT B (LEGAL DESCRIPTION – COOK COUNTY)

PARCEL 1:

LOT 8 IN FREEDOM SMALL FARMS BEING A SUBDIVISION OF THE NORTH 485.60 FEET (EXCEPT THE EAST 307.95 FEET THEREOF) TOGETHER WITH THE EAST 433.50 FEET (EX THE NORTH 485.60 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SEC 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THE EAST 433.50 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMERCIAL SUITES H AND K IN THE CLOISTERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF:

CERTAIN LOTS OR PARTS THEREOF IN J. D. LOVETT'S SUBDIVISION BEING A SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 6, 2000 AS DOCUMENT NUMBER 00875071; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE 150.00 FEET NORTH OF THE SOUTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE FOR A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVED LINE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET, FOR A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY AT THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 13; THENCE SOUTH 89 DEGREES 27 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 13 FOR A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS WEST ALONG A LINE PARALLEL TO THE WESTERLY RIGHT OF WAY LINE OF HARLEM AVENUE FOR A DISTANCE OF 150.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 41 SECONDS EAST ALONG A LINE PARALLEL TO THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 13, FOR A DISTANCE OF 150.00 FEET TO

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THE POINT OF BEGINNING, (EXCEPT THEREOF THAT PART TAKEN BY CONDEMNATION IN CASE 93L971023 AND THAT PART TAKEN BY CONDEMNATION IN CASE 93L50949), IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY EASEMENT AGREEMENT RECORDED NOVEMBER 21, 2002 AS DOCUMENT 0021293152 FOR ACCESS, INGRESS AND EGRESS OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AND FOR PARKING AS PRESENTLY OR HEREAFTER CONSTRUCTED (OR AS MAY BE RECONSTRUCTED FROM TIME TO TIME) OVER THE LOT 1 OF THE COMMONS, BEING A SUBDIVISION OF THE SOUTH 665.00 FEET OF THE WEST 232.00 FEET OF THE EAST 952.00 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 150.00 FEET OF THE EAST 220 FEET OF SAID SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 13, EXCEPT LAND DEDICATED FOR HIGHWAY OR STREET PURPOSES, IN COOK COUNTY, ILLINOIS

PARCEL 4:

LOT 3 IN M-R LOEWS THEATER COMPLEX SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1991 AS DOCUMENT 91693565, BEING A SUBDIVISION OF PART OF LOT 4 IN 58-52 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 21, 1970 AS DOCUMENT 21092384, ALL IN COOK COUNTY, ILLINOIS.

**EXHIBIT B
(LEGAL DESCRIPTION - DUPAGE COUNTY)**

PARCEL 1: LOT 1 IN APPLE VALLEY CENTER SUBDIVISION, BEING A PART OF THE NORTH 1/2 OF LOT 1 IN DAVIS ASSESSMENT OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF APPLE VALLEY CENTER SUBDIVISION RECORDED AUGUST 3, 2001 AS DOCUMENT R2001-161900, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF APPLE VALLEY CENTER SUBDIVISION RECORDED AUGUST 3, 2001 AS DOCUMENT R2001-161900, FOR INGRESS AND EGRESS OVER THE INGRESS/EGRESS EASEMENT AS SHOWN AND LOCATED ON LOT 2 IN APPLE VALLEY CENTER SUBDIVISION, AFORESAID.