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1030134014

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1030134014 Fee: \$52.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2010 09:29 AM Pg: 1 of 8

| | |
|---|-------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (800) 331-3282 Fax: (818) 662-4141 | |
| B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 20888 COMMERCIAL LOAN | |
| CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 | 25762401 IL FIXTURE |
| File with: CC IL Cook+, IL | |

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 LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT # 100497 | | | |
| OR | | | |
| 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 1c. MAILING ADDRESS 135 SOUTH LASALLE STREET | | CITY CHICAGO | STATE IL |
| | | POSTAL CODE 60603 | COUNTRY USA |
| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION BUS TRUST | 1f. JURISDICTION OF ORGANIZATION IL |
| | | | 1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 NORTHWESTERN VENTURES LIMITED PARTNERSHIP | | | |
| OR | | | |
| 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 2c. MAILING ADDRESS 865 PROVIDENCE HIGHWAY, SUITE 202 | | CITY DEDHAM | STATE MA |
| | | POSTAL CODE 02026 | COUNTRY USA |
| 2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION LP | 2f. JURISDICTION OF ORGANIZATION DE |
| | | | 2g. ORGANIZATIONAL ID #, if any DE 2384390 <input type="checkbox"/> 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 UNUM LIFE INSURANCE COMPANY OF AMERICA | | | |
| OR | | | |
| 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c. MAILING ADDRESS 2211 CONGRESS STREET | | CITY PORTLAND | STATE ME |
| | | POSTAL CODE 04122 | COUNTRY USA |

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED. Parcel ID numbers: 13-25-414-001-0000, 13-25-414-002-0000, 13-25-414-003-0000, 13-25-414-004-0000, 13-25-414-009-0000, 13-25-414-010-0000, 13-25-414-011-0000, 13-25-414-012-0000, 13-25-414-012-0000, 13-25-415-001-0000, 13-25-415-002-0000, 13-25-415-003-0000,

SPSMSE INT

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

8. OPTIONAL FILER REFERENCE DATA

25762401

LASALLE NATIONAL BANK & NORTHWESTERN VEN

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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 | | |
| OR 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS

25762401-IL-31

20888 COMMERCIAL LOAN

File with: CC IL Cook+, IL 060950351

LASALLE NATIONAL BANK & NORTHWESTERN VEN

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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. <u>SEE INSTRUCTION</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)

| | | | |
|-----------------------------------|------------|-------------|---------------------------------|
| 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:

Description: SEE EXHIBIT B. Parcel ID:
 13-25-414-001-0000, 13-25-414-002-0000,
 13-25-414-003-0000, 13-25-414-004-0000,
 13-25-414-009-0000, 13-25-414-010-0000,
 13-25-414-011-0000, 13-25-414-012-0000,
 13-25-414-012-0000, 13-25-415-001-0000,
 13-25-415-002-0000, 13-25-415-003-0000,

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
- Filed in connection with a Public-Finance Transaction



UNOFFICIAL COPY**EXHIBIT "A"**

**TO THAT CERTAIN UCC-1 FINANCING STATEMENT
DATED OCTOBER 11, 1998, EXECUTED
BY LASALLE NATIONAL BANK ("LAND TRUSTEE") UNDER TRUST AGREEMENT
100497 DATED JANUARY 15, 1979, AND NORTHWESTERN VENTURES LIMITED
PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP, AS DEBTOR,
IN FAVOR OF UNUM LIFE INSURANCE COMPANY OF AMERICA,
A MAINE CORPORATION, AS SECURED PARTY**

Paragraph 1, continued.

This financing statement covers all of the Debtor's interest in the following types (or items) of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus, goods, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, escalators, bathtubs, sinks, water closets, basins, pipes, faucets and other ventilating and air-conditioning, plumbing, lighting and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, floor coverings, furniture, laundry equipment, cooking apparatus and appurtenances, washing machines, dryers, trash compactors, telephone and telecommunication systems, antennas, satellite dishes, receivers, transmitters and related equipment, incinerators, trash receptacles, drop ceilings, brackets and appurtenances, sprinklers and fire extinguishing systems, smoke detectors and other fire alarm devices, door bell and alarm systems, screens, awnings, doors, storm and other detachable doors and windows, built-in cases, counters, sculptures, statuary, fountains, trees, hardy shrubs and perennial flowers, interior and exterior cleaning, plowing, lawn care, maintenance and repair machinery, vehicles or equipment, signs, pylons, monuments, and all building material, supplies, and equipment now or hereafter delivered to the real property described in Exhibit "B" (hereinafter referred to as the "Real Property") and installed or used or intended to be installed or used therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Real Property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed;

(b) All leases, conditional sale agreements, chattel mortgages and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, together with all deposits and payments made thereunder, and Debtor agrees to execute and deliver to Secured Party specific separate assignments to Secured Party of such instruments when requested by Secured Party; but nothing herein constitutes Secured Party's consent to any financing of any fixtures or

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personal property, and nothing herein shall obligate Secured Party to perform any obligations of Debtor under any such leases, or agreements unless it so chooses, which obligations Debtor hereby covenants and agrees to well and punctually perform;

(c) All of Debtor's interests in personal property of any kind or nature whatsoever, whether tangible or intangible, not described in paragraphs (a) and (b) above, but which are or will be used in the construction of, placed upon, or are or will be derived from, related to or used in connection with the ownership, management, use, maintenance, or enjoyment of the Real Property, including without limitation: (i) all causes of action, judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Real Property or any part thereof under the power of eminent domain, or for any damage to the Real Property; (ii) all insurance policies and proceeds therefrom covering the Real Property; (iii) all blueprints, plans, maps, documents, books and records relating to the Real Property; (iv) all contracts for utilities, services or materials relating to the Real Property, but nothing herein shall obligate Secured Party to perform the obligations of Debtor under such contracts; (v) all deposits, letters of credit, performance bonds or other security given to any governmental agency in connection with any permit or approval relating to the Real Property; (vi) all accounts of monies on deposit with Secured Party or any agent of Secured Party for the payment of governmental impositions or insurance premiums relating to the Real Property, or for subsequent disbursement for any other purpose; (vii) all trade names, trademarks and good will; and (viii) all existing and future records with respect to environmental matters, whether or not located at the Real Property or elsewhere, whether or not in the possession of Debtor or some third party (including any federal, state or local agency or instrumentality), and whether or not written, photographic, or computerized;

(d) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "Governmental Agency") or (ii) any insurance or utility company relating to any or all of the Real Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Real Property;

(e) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Real Property or upon any or all of the Real Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Real Property;

(f) All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, benefits under any and all leases or tenancies or the fees, charges, accounts, or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties now existing or hereafter created in all or any portion

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of the Real Property or any part thereof or arising out of the construction, use, or operation of the Real Property or any parts thereof, or any other equitable or contract rights pertaining to the Real Property;

(g) All products and proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(h) All substitutions, replacements, extensions, renewals, additions and accessories for or to any of the foregoing.

The term "Real Property" as used herein shall refer to the real estate and improvements set forth and described in Exhibit B attached hereto. The granting of a security interest in proceeds shall not be deemed evidence of consent by Secured Party to the sale, encumbrance, transfer or other disposition of collateral and Debtor shall not sell, encumber, transfer or otherwise dispose of the same except to the extent, if any, permitted under the Mortgage and Security Agreement executed by Debtor in favor of Secured Party on or about the date hereof encumbering the Real Property.

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EXHIBIT "B"

PARCEL 1:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN DELAMATER'S RESUBDIVISION OF LOTS 24, 25 AND 26 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

VACATED ALLEYS IN BLOCK 26 IN CROSBY AND OTHERS' SUBDIVISION AND VACATED PART OF ARTESIAN AVENUE, AS FOLLOWS:

ALL OF THE NORTH AND SOUTH 14 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 6, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 IN F. C. DELAMATER'S RESUBDIVISION OF LOTS 24, 25 AND 26 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED; AND NORTHEASTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED;

ALL OF THE NORTHWESTERLY AND SOUTHEASTERLY PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 6, 7 AND 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED; LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED; AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED; AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHWESTERLY OF AND ADJOINING THE EAST LINE OF LOT 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED, PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; ALSO

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THAT PART OF NORTH ARTESIAN AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 21 TO 24, BOTH INCLUSIVE, IN BLOCK 31 AND THE WEST LINE OF SAID LOT 21 PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID LOT 8 PRODUCED SOUTH TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY IN BLOCK 26 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED; AND LYING SOUTH OF THE NORTH 16 FEET OF SAID LOT 24 IN BLOCK 31 PRODUCED WEST TO THE EAST LINE OF SAID LOT 8 IN BLOCK 26, ALL IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 TO 18, BOTH INCLUSIVE, LOT 20 (THE NORTH 16 FEET THEREOF BEING VACATED ALLEY), LOTS 21, 22, 23, 24 (EXCEPT THE NORTH 16 FEET IN SAID LOT 24); LOTS 25 TO 32, BOTH INCLUSIVE, ALSO THE VACATED NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 10 TO 17 ON THE EAST AND LYING EAST OF AND ADJOINING SAID LOTS 20 TO 23 ON THE WEST; ALSO THE VACATED ALLEY SOUTHWESTERLY OF AND ADJOINING SAID LOTS 17, 18, 20 AND 21 AND EAST OF THE WEST LINE OF LOT 21 EXTENDED SOUTH AND SOUTHERLY OF SAID VACATED NORTH AND SOUTH ALLEY (EXCEPTING THEREFROM THAT PART OF LOTS 1 TO 18, BOTH INCLUSIVE, AND THAT PART OF THE VACATED ALLEY LYING SOUTHWESTERLY OF LOT 18, AFORESAID, LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 25); ALL IN BLOCK 31 IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF NORTH ARTESIAN AVENUE LYING EAST OF THE EAST LINE OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 26 LYING WEST OF THE WEST LINE OF LOTS 24 TO 32, INCLUSIVE, IN BLOCK 31; LYING NORTH OF THE NORTH LINE OF VACATED ARTESIAN AVENUE ACCORDING TO DOCUMENT NUMBER 13128328; AND LYING SOUTH OF THE SOUTH LINE OF WEST SCHUBERT AVENUE, ALL IN ALBERT CROSBY AND OTHERS' SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL THAT PART OF THE 16 FOOT EAST-WEST ALLEY (ORIGINALLY DEDICATED ACCORDING TO DOCUMENT NUMBER 12158914); THE NORTH 16 FEET OF LOT 24 IN BLOCK 31 IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFOREMENTIONED, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

ALL THAT PART OF THE 16 FOOT NORTH-SOUTH ALLEY LYING WITHIN BLOCK 31 (BEING WEST OF THE WEST LINE OF LOTS 1 TO 9, INCLUSIVE), NORTH OF THE NORTH LINE OF VACATION

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DOCUMENT NUMBER 121589151, EAST OF THE EAST LINE OF LOT 32, INCLUSIVE; AND SOUTH OF THE SOUTH LINE OF WEST AVENUE, IN ALBERT CROSBY AND OTHERS' SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL ID:
CONTINUED

13-25-415-004-0000, 13-25-415-005-0000, 13-25-415-006-0000, 13-25-415-007-0000,
13-25-415-008-0000, 13-25-415-009-0000, 13-25-415-010-0000, 13-25-415-011-0000,
13-25-415-012-0000, 13-25-415-013-0000, 13-25-415-014-0000, 13-25-415-015-0000,
13-25-415-016-0000, 13-25-415-017-0000, 13-25-415-018-0000, 13-25-415-019-0000,
13-25-415-020-0000, 13-25-415-021-0000, 13-25-415-022-0000, 13-25-415-023-0000,
13-25-415-024-0000

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