

Case 15T8303479 / 201110097 reburied

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Doc#: 1110541027 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/15/2011 11:21 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
DAVID HIGHT 630-955-5821

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DAVID HIGHT
 ICE MILLER LLP
 2300 CABOT DRIVE
 LISLE, ILLINOIS 60532**

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
901 WEST LAKE STREET LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
901 WEST LAKE STREET MELROSE PARK IL 60160 USA

1d. TAX ID# SBN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC ILLINOIS IL-03323668 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. TAX ID# SBN OR EIN 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
FIRST MIDWEST BANK

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
17500 SOUTH OAK PARK AVENUE TINLEY PARK IL 60477 USA

4. The FINANCING STATEMENT covers the following collateral:
ALL OF THE PROPERTY AND TYPES OF PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, WHICH MAY OR MAY NOT BECOME FIXTURES ON REAL PROPERTY DESCRIBED IN EXHIBIT B INCORPORATED HEREIN BY REFERENCE.

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 (or recorded) in the REAL ESTATE RECORDS. Check to REQUEST SEARCH REPORT(s) on Debtor(s) All Debtors Debtor 1 Debtor 2

UNOFFICIAL COPY**EXHIBIT A TO
UCC FINANCING STATEMENT**

DEBTOR'S NAME: 901 West Lake Street LLC
901 West Lake Street
Melrose Park, Illinois 60160

SECURED PARTY'S NAME: First Midwest Bank
17500 South Oak Park Avenue
Tinley Park, Illinois 60477

All of Debtor's right, title and interest in and to any and all of the following located on or relating to the Premises described on Exhibit B hereto (the "Real Property"):

1. All right, title, and interest of Debtor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, and alleys adjoining the Real Property; and
2. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof; and
3. 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 Real Property immediately upon the delivery thereof to the aforesaid real estate, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or forming a part of or used in connection with the aforesaid Real Estate or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation and/or convenience of the aforesaid Real Property; or improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot and cold water equipment and system), air conditioners, antennae, appliances, basins, bathtubs, bidets, bookcases, cabinets, coolers, dehumidifiers, disposals, doors, dryers, ducts, dynamos, engines, equipment, escalators, fans, fittings, floor coverings, hardware, heaters, humidifiers, incinerators, lighting, motors, ovens, pipes, pumps, radiators, ranges, recreational facilities, refrigerators, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, building materials, and all renewals or replacements thereof or articles in substitution therefor, in

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all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness; and

4. All right, title, estate and interest of the Debtor in and to the Real Property, property, improvements, furniture, furnishing, apparatus and fixtures conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Real Property after default in payment or breach of any covenant by Debtor; and

5. All right, title and interest of Debtor in and to any and all contracts now or hereafter relating to the Real Property and executed by any architects, engineers, construction manager's owner's representatives, materialmen, suppliers or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all right, title and interest of Debtor in and to any and all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Real Property; and

6. All right, title and interest of Debtor in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Real Property or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business; and

7. All right, title and interest of Debtor in the rents, issues, 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 (including without limitation Debtor with any person or entity pertaining to all or any part of the Real Property, whether such agreements have been heretofore or are hereafter made; and

8. All right, title and interest of Debtor in all performance bonds or other surety, letters of credit, payment intangibles and general intangibles relating to the Real Property, and all proceeds thereof; and

9. All right, title and interest of Debtor in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Real Property, the use or occupancy thereof, or the business conducted thereon; and

10. All awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either

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permanent or temporary, of all or any part of the Real Property or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are assigned to Secured Party, and Debtor designates Secured Party as its agent and directs and empowers Secured Party, at the option of the Secured Party, on behalf of Debtor, or the successors or assigns of Debtor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Secured Party, of the indebtedness owed to Secured Party.

UNOFFICIAL COPY**EXHIBIT B TO
UCC FINANCING STATEMENT**

DEBTOR'S NAME: 901 West Lake Street LLC
901 West Lake Street
Melrose Park, Illinois 60160

SECURED PARTY'S NAME: First Midwest Bank
17500 South Oak Park Avenue
Tinley Park, Illinois 60477

THAT PART OF BLOCK 4 IN A. J. STONE'S ADDITION TO MAYWOOD, A SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 15 ACRES THEREOF) IN THE PARTITION OF PARTS OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1890 AS DOCUMENT NUMBER 1310023, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LAKE STREET AND THE WEST LINE OF THE EAST 17 FEET OF LOT 22 (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 22); THENCE NORTH ALONG THE WEST LINE OF THE EAST 17 FEET OF LOT 22, EXTENDED NORTHERLY THROUGH A 14 FOOT ALLEY; THENCE CONTINUING NORTH ALONG THE WEST LINE OF THE EAST 10 FEET OF LOTS 27, 28, 29, 30 AND 31, A DISTANCE OF 114.40 FEET TO A POINT THAT IS 3 FEET NORTH OF THE SOUTH LINE OF SAID LOT 31; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 3 FEET OF SAID LOT 31, EXTENDED EASTERLY THROUGH A 14 FOOT ALLEY; THENCE CONTINUING EAST ALONG THE NORTH LINE OF THE SOUTH 3 FEET OF LOT 11 A DISTANCE OF 726.64 FEET TO A POINT ON THE WEST LINE OF 9TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF 9TH AVENUE 257.44 FEET TO THE NORTH CORNER OF PROPERTY TAKEN FOR ROADWAY PURPOSES; THENCE SOUTH 53 DEGREES 58 MINUTES 14 SECONDS WEST 52.95 FEET TO THE NORTH LINE OF LAKE STREET; THENCE NORTH 72 DEGREES 04 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF LAKE STREET 113.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 901 WEST LAKE STREET
MELROSE PARK, ILLINOIS 60160

PERMANENT INDEX NOS.: 15-10-213-042
15-10-213-037

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15-10-213-038
15-10-213-040
15-10-213-044
15-10-213-043

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