



1118831037

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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/07/2011 03:52 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] 11-0232
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
CONTINUUM CAPITAL FUNDING LLC
7 RIENZI LANE
HIGHWOOD, IL 60040

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
OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
SACKS MICHAEL
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
406 WEST HUNTER LANE MINOOKA IL 60447 USA
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any 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
SACKS ANNA
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
406 WEST HUNTER LANE MINOOKA IL 60447 USA
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
OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
CONTINUUM CAPITAL FUNDING LLC
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7 RIENZI LANE HIGHWOOD IL 60040 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL OF THE RIGHT, TITLE AND INTEREST OF DEBTOR IN, TO, THE COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF AND ALL RIGHTS, POWERS, BENEFITS AND REMEDIES OF DEBTORS IN, TO AND UNDER THE COLLATERAL 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) (OPTIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA

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## Exhibit A to UCC-1 Financing Statement

Debtors (Pledgors): Michael Sacks, manager, Michael Sacks, member and Anna Sacks, member

Secured Party: Continuum Capital Funding LLC, an Illinois limited liability company

Date: June 30, 2011

1. **DESCRIPTION OF COLLATERAL.** The Collateral covered by the UCC-1 financing statement or Security Agreement (as defined below) to which this **Exhibit** is attached (the "**UCC-1**"), and constituting the Collateral in which Debtor grants a perfected security interest to Secured Party pursuant to the Security Agreement to which this **Exhibit** is attached, consists of the "**Collateral**," as defined below. A complete description of all such Collateral is hereby included and incorporated by reference in the UCC-1 or Security Agreement, as if the entirety of this description of Collateral were set forth in full on the face of the UCC-1.

2. **DEFINITIONS.** For purposes of the foregoing, the following terms shall have the following meanings:

2.1 "**Bankruptcy Rights**" means, individually and collectively, all benefits, rights and remedies arising from or as a result of the status of the holders of the Ownership Interests as equity security holders in Borrower, including receiving all distributions of cash or other property arising out of any Insolvency Proceeding (as defined in the Security Agreement), voting on any plan of reorganization or liquidation, objecting or consenting to or participating in any matter that may be raised in such Insolvency Proceeding, and filing proofs of claim and/or proofs of interest permitted to be filed under Section 501(a) of the Bankruptcy Code in any Insolvency Proceeding, and all proceeds of any of the foregoing and all increases, substitutions, replacements, additions and accessions to any of the foregoing, together with full power and authority to demand, receive, enforce, collect or give receipt for any of the foregoing, to file any claims and to take any action which, in the opinion of Secured Party, may be necessary or advisable in connection with any of the foregoing.

2.2 "**Borrower**" means IRUS Properties, LLC, an Illinois limited liability company.

2.3 "**Collateral**" means the Ownership Interests.

2.4 "**Documents**" means all certificates or documents representing Debtor's interest in and rights with respect to Borrower.

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2.5 "Equity Distributions" means collectively, whether now existing or hereafter arising or acquired, all payments, dividends, issues, profits and distributions, whether in the form of cash, property or otherwise, which are now or may hereafter become due as a result of, arising out of, on account of, or in connection with the Ownership Interests and/or the Bankruptcy Rights, and the proceeds of any of the foregoing, including all distributions of cash or property arising out of any of the foregoing, and the proceeds of any of the foregoing, including all distributions of cash or property arising out of any of the foregoing, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, together with full power and authority to demand, receive, enforce, collect or give receipt for any of the foregoing, to file any claims and to take any action which, in the opinion of Secured Party, may be necessary or advisable in connection with any of the foregoing.

2.6 "Equity Rights" shall mean collectively, whether now existing and hereafter arising or acquired, all benefits, rights and remedies of the holders of the Ownership Interests as a result of, arising out of, on account of, or in connection with the Ownership Interests, including the rights to exercise all voting, consensual and other powers of ownership pertaining to the Ownership Interests, and all proceeds of any of the foregoing and all increases, substitutions, replacements, additions and accessions to any of the foregoing, together with full power and authority to demand, receive, enforce, collect or give receipt for any of the foregoing, to file any claims and to take any action which, in the opinion of Secured Party, may be necessary or advisable in connection with any of the foregoing.

2.7 "Operating Agreement" means that certain Operating Agreement, dated as of February 1, 2011, of Borrower, by and between Debtors, as the same may be amended, modified, extended, restated or replaced from time to time in accordance with the terms thereof, with the approval of Secured Party to the extent required.

2.8 "Ownership Interests" means collectively, whether now existing and hereafter arising or acquired: (a) one hundred percent (100%) of the current and future interests of Debtors under the Operating Agreement, (b) all Equity Distributions; (c) all Equity Rights; (d) all Bankruptcy Rights; and (e) all proceeds of any of the foregoing and all increases, substitutions, replacements, additions and accessions to any of the foregoing, together with full power and authority to demand, receive, enforce, collect or give receipt for any of the foregoing, to file any claims and to take any action which, in the opinion of Secured Party, may be necessary or advisable in connection with any of the foregoing.

2.9 "Proceeds" shall include the following, whether in cash or not in cash:

2.9.1 Certain Payments. Any proceeds, products, rents, revenues, issues, profits, royalties, income, benefits, accessions, additions, substitutions, and replacements of any Collateral;

2.9.2 Dispositions. Whatever is received by Debtors upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute inventory, accounts, accounts receivable, general intangibles, instruments, securities, credits, documents, letters of credit, chattel paper, documents of title, warehouse receipts, leases, deposit accounts, money, contract rights, goods or equipment;

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2.9.3 Applications of Proceeds. Any such items that are now or hereafter acquired by Debtors with any proceeds of any Collateral hereunder; and

2.9.4 Insurance. Any insurance proceeds payable by reason of loss or damage to any item of Collateral or any proceeds thereof

2.10 "Security Agreement" means Assignment, Pledge and Security Agreement, given by Debtors to the benefit of the Secured Party, as the same may be amended, modified, extended, restated or replaced from time to time.

**3. LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in the foregoing, Secured Party shall have no obligations or liability with respect to the Ownership Interests unless and until Secured Party has succeeded to the ownership of the Ownership Interests. Even if the Secured Party shall acquire ownership of the Ownership Interests, Secured Party's liability shall: (a) terminate if and when Secured Party has transferred or abandoned such Ownership Interests; and (b) under all circumstances be limited to Secured Party's interest in the Ownership Interests.

Office of Cook County Clerk's Office

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No.: 11-0232  
Agent Order/File No.: 11-0232

### LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOT 16 IN BLOCK 2 IN HERRON'S SUBDIVISION OF 50 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 2139 W. 72ND PLACE, CHICAGO, IL 60636-3659

PIN: 20-30-113-005-0000

**PARCEL 2:**

LOT 2 IN ADELINE LOBSTEIN'S SUBDIVISION OF THAT PART LYING BETWEEN THE EAST LINE OF SOUTH UNION AVENUE (FORMERLY WINTER STREET) AND THE WEST LINE OF LOWE AVENUE (FORMERLY SHERMAN STREET) OF NORTH 100 FEET OF THE SOUTH 3 ACRES OF THE NORTH 10 ACRES OF THE EAST 15 ACRES OF THE NORTH 30 ACRES OF LOT 38 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 5950 S. LOWE, CHICAGO, IL 60621

PIN: 20-16-301-045-0000

**PARCEL 3:**

LOT 169 IN 55TH STREET BOULEVARD ADDITION IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 5502 S. THROOP ST., CHICAGO, IL 60636

PIN: 20-17-113-026-0000

**PARCEL 4:**

LOT 166 IN FIRST ADDITION TO COUNTRY AIRE ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 15422 MAPLE LANE, MARKHAM, IL 60428

PIN: 28-14-206-036-0000