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1125729072

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1125729072 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/14/2011 04:20 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]

11-0203

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CONTINUUM CAPITAL FUNDING, LLC
520 W. ERIE ST., STE. 300-S
CHICAGO, IL 60654

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	
	SIMS		BRENDA			
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
12338 SOUTH ELIZABETH			CALUMET PARK	IL	60827	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
				<input 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						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	SUGARS BAR, LLC					
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
12359 SOUTH RACINE			CALUMET PARK	IL	60827	USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
		LLC	ILLINOIS	90-0707633 <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						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	CONTINUUM CAPITAL FUNDING LLC					
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
520 WEST ERIE STREET SUITE 300-S			CHICAGO	IL	60654	

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE RIGHT, TITLE AND INTEREST OF DEBTOR IN, TO, AND UNDER THE COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF, AND ALL RIGHTS, POWERS, BENEFITS AND REMEDIES OF DEBTOR IN, TO AND UNDER THE COLLATERAL.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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)			All Debtors Debtor 1 Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						

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Exhibit to UCC-1 Financing Statement and to Assignment, Pledge and Security Agreement

Debtor (Pledgor): Brenda Sims

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

Date: August 16, 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 Sugars Bar 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 Sugars Bar LLC, 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" shall mean collectively, whether now existing and hereafter arising or acquired: (a) one percent (100%) of the current and future membership interests in Borrower owned by Debtor, (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 Debtor 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;

2.9.3 Applications of Proceeds. Any such items that are now or hereafter acquired

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by Debtor 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 Debtor 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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No.: 11-0203
Agent Order/File No.: 11-0203

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:

LOT 25 IN BLOCK 4 IN W.F. KAISER AND COMPANY'S FAIRLAND SUBDIVISION OF THE EAST HALF OF
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 12359 S. RACINE,
CALUMET PARK, IL

PIN: 25-29-400-025-0000