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Doc#: 1132019047 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/16/2011 10:28 AM Pg: 1 of 4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 8509 NORTHBROOK BANK

CT Lien Solutions 30574931  
P.O. Box 29071  
Glendale, CA 91209-9071 ILIL

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  
4614 N. PAULINA LLC

OR

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

1c. MAILING ADDRESS  
1800 W. BERENICE AVE., STE. 200 CITY CHICAGO STATE IL POSTAL CODE 60613 COUNTRY USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any 03648931  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  
NORTHBROOK BANK & TRUST COMPANY

OR

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

3c. MAILING ADDRESS  
1100 WAUKEGAN ROAD CITY NORTHBROOK STATE IL POSTAL CODE 60062 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See attached exhibit A for collateral description

S ✓  
P ✓  
S N  
M N  
SC ✓  
E Y  
INTER

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]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

30574931

James McGrogan

4614 N. Paulina LLC

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## EXHIBIT A

### FINANCING STATEMENT BY

4614 N. PAULINA LLC, Debtor

and

Northbrook Bank & Trust Company, Secured Party

The Debtor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Secured Party, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

The real estate located in the County of Cook, State of Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Real Estate")

TOGETHER with all rights and easements now and/or hereafter created which are appurtenant to the Real Estate, including but not limited to those rights and easements more fully identified thereon, if any; and

TOGETHER with all singular right, title and interest, including any after-acquired title or reversion, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and in and to all other ways, easements, streets, alleys, passages, water, water courses, riparian rights, rights, liberties and privileges thereof, if any, and in any way appertaining thereto; and

TOGETHER with all rents, issues, proceeds, income, royalties, revenue, profits, "accounts," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined) accruing and to accrue from said Premises (which are pledged primarily and on a parity with the real estate and not secondarily); and

TOGETHER with 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 property subject to this Mortgage, immediately upon the delivery thereof to the said Premises, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to, or located on, and used in the management or operation of the Premises, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, awnings, shades, blinds, office equipment, carpeting and other furnishings and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof, proceeds therefrom, or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner and all proceeds of any of the foregoing; it being mutually agreed that all the aforesaid property owned by the Debtor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said Indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois in effect from time to time (the "Code"), this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said goods and other property as collateral in Secured Party as secured party and Debtor as debtor, all in accordance with the Code for the purpose of securing the said Indebtedness, for the benefit of the Secured Party; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the property subject to this Mortgage for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Secured Party; and

TOGETHER with all of Debtor's interest in all present and future leases, lettings and licenses of the land, improvements and personally including, without limitation, cash or securities deposited thereunder to secure performance by Debtor's lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the expiration of such terms, as well as in and to all judgments, awards of damages and other proceeds relating to rent, tenancies, subtenancies and occupancies of the land, improvements and personally, and in and to present and future remainders, rents, issues and profits thereof; and

TOGETHER with all of Debtor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor insuring the Premises and in and to any and all proceeds payable under any one or more of said policies; and

TOGETHER with all of Debtor's interests in "general intangibles" including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all chooses in action and causes of action relating to the Premises;

Y  
Y  
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TOGETHER with all of Debtor's accounts now owned or hereafter created or acquired as they relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Premises;

TOGETHER with all of Debtor's interest in all proceeds of any of the foregoing and any renewals, replacements, substitutions, extensions, improvements, betterments, appurtenances and additions to the improvements or personally made or acquired by Debtor after the date hereof; and all licenses, permits and other like rights or interests now or hereafter held or acquired by Debtor and necessary or useful for the operation of the Premises.

Property of Cook County Clerk's Office

Y  
Y  
Z  
Z  
Z  
Z

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EXHIBIT "B"

LEGAL DESCRIPTION

FINANCING STATEMENT BY  
 4614 N. PAULINA LLC, Debtor  
 and  
 Northbrook Bank & Trust Company, Secured Party

Permanent Tax Index Number:

14 18 210 000 0000

Property Address:

4614 N. Paulina  
Chicago, Illinois

THE SOUTH 1/2 OF LOT 9 AND NORTH 1/2 OF LOT 10 IN BLOCK 8 IN RAVENSWOOD IN THE  
 SOUTH 1/2 OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH,  
 RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office