UNOFFICIAL COPY



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Craig D. Jeffrey, Esq. Bryan Cave, LLP 161 North Clark, Suite 4300 Chicago, IL 60601

1199.5	1202622073
Doc#: Eugene	1202622073 Fee: \$48.0 "Gene" Moore RHSP Fee: \$10.0

Cook County Recorder of Deeds
Date: 01/26/2012 02:01 PM Pg: 1 of 6

THE A	SOVE	SPACE IS	FOR FIL	INC OFFI	CE USE ONLY

1. D	EBTOR'S EXACT FU	LLLEGAL MAME	insert only one debtor name (1a or 1b) - do not abbreviate or combine names			•
	1a. ORGANIZATION'S NA	ME					
0.0	D-REAL ESTA	TE, LLC	h				
OR	1b. INDIVIDUAL'S LASTN	AME	7)	FIRST NAME	MIDDLE	NAME	SUFFIX
			<i>y</i>				
1c. N	MAILING ADDRESS		Ox	CITY	STATE	POSTAL CODE	COUNTRY
41	76 W. MONTRO	SE AVE.		CHICAGO	IL	60641	USA
1d. <u>\$</u>	SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION	1e, TYPE OF ORG/ NIZAT DN	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	,
		DEBTOR	LTD. LIAB. CO.	ILLINOIS	00882	2194	NONE
2. A	ODITIONAL DEBTOR	R'S EXACT FULL	LEGAL NAME - insert only (ne o	btc name (2a or 2b) - do not abbreviate or cor	nbine names		
	2a, ORGANIZATION'S NA	ME		F			
OR	2b. INDIVIDUAL'S LAST N	NAME		FIR ST NAME	IR ST NAME MIDDLE NAME		SUFFIX
				O ,			
2c. N	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. §	SEEINSTRUCTIONS	ADD'L INFO RE	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF URGANIZATION	2g. ORG.	ANIZATIONAL ID #, if any	, ,
		ORGANIZATION DEBTOR	<u>'</u>				NONE
3. S	ECURED PARTY'S	NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/) - insert only <u>one</u> secured party name (32 or 31)	•		
	3a. ORGANIZATION'S NA	ME) .		
	FIRSTMERIT	BANK, N.A.					
OR	3b, INDIVIDUAL'S LAST N	IAME		FIRST NAME	M.ODLE	NAME	SUFFIX
					7,0		
3c. I	MAILING ADDRESS			CITY	STATE	PORTAL CODE	COUNTRY
22	2 N. LASALLE S	STREET, 12	TH FLOOR	CHICAGO	IL	E56.91	USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LE				NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or ESTATE RECORDS. Attach Addendum	recorded) in the REAL 7. Check to RE [if applicable] [ADDITIONA	EQUEST SEARCH REPORT(S) on Debtor(s ALFEEI [optional]	All Debtors De	btor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA			A	

FILE WITH COOK COUNTY, ILLINOIS

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCCIPNAT - 12/17/2002 C T System Online

FIRST AMELIION

File # NCS 504302-2 AKALAS
26FZ

V

1202622073 Page: 2 of 6

UNOFFICIAL COPY LICC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and base) 9. NAME OF FIRST DEBTOR (1a or 1b)	ck) CAREFULLY		NT				
9a, ORGANIZATION'S NAME) ON RELATED FINANCII	IO STATEME	111				
D-REAL ESTATE, LLC							
9b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME, SUFFIX				
L 10. MISCELLANEOUS:							
				THE ABOVE	SPACE	S FOR FILING OFF	ICE USE ONLY
11. ADDITIONAL DEBTOR'S EYECT F	ULL LEGAL NAME - insert o	nly <u>one</u> name (1	1a or 11b) - do not abbrev				
11a, ORGANIZATION'S NAME	_						
DR 11b. INDIVIDUAL'S LAST NAME)	Irine	TNAME		MIDDLE	IAME	SUFFIX
110 INDIVIDUAL'S LAST NAME	C/A	FINO	INAME		IAIIDDEE I	VAIVIE	SUFFIX
1c, MAILING ADDRESS	'()	CITY			STATE	POSTAL CODE	COUNTRY
1d. SEE INSTRUCTIONS ADD'L INFO R		TION 11f. J	URISDICTION OF ORGAI	NIZATION	11g. ORG	SANIZATIONAL ID#, if	any
DEBTOR					<u> </u>		NONE
 ADDITIONAL SECURED PAR 12a. ORGANIZATION'S NAME 	TY'S or ASSIGNOS	S/P'S NAM	E - insert only <u>one</u> name	(12a or 12b)			
Table Citorial Citation Citation		0	•				
DR 12b. INDIVIDUAL'S LAST NAME		rıř š	TNAME		MIDDLE	NAME	SUFFIX
20. MAILING ADDRESS		CITY	0,		STATE	POSTAL CODE	COUNTRY
3. This FINANCING STATEMENT covers	timber to be cut or as-ex	tracted 16.	Additional collaters' des tri	ntion:			
collateral, or is filed as a fixture filing		iracted 10.7	Additional Collaters des 311	paon.			
4. Description of real estate:							
SEE EXHIBIT B ATTACHE							
INCORPORATED HEREIN	BY REFERENCE.				2	Original	
				4	T_{0}		
					O.		
						()~	
						///:	
						10	
						-(
5. Name and address of a RECORD OWNER	R of above-described real estate						
(if Debtor does not have a record interest):							
		,	Check <u>only</u> if applicable ar or is a Trust or			roporty hold in trust o	Decedent's Estate
			or is a rust or heck only if applicable ar			roperty neid in trust of	Decedent's Estate
			Debtor is a TRANSMITTIN				
		===	iled in connection with a		Transaction	- effective 30 years	
		<u> </u>	iled in connection with a	Public-Finance Trans	action — e	ffective 30 years	

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

1202622073 Page: 3 of 6

UNOFFICIAL COPY

EXHIBIT A

To the financing statement naming D-Real Estate, LLC, as Debtor, and FirstMerit Bank, N.A., as Secured Party:

Debtor

D-Real Estate, LLC 4176 W. Montrose Ave. Chicago, IL 60641

Secured Party

FirstMerit Bank, N.A. 222 N. LaSalle Street 12th Figor Chicago in 60601

Debtor hereby grants a continuing security interest in and set over unto Secured Party, and to its successors and assigns, forever, the following described real estate, chattels, real property, personal property and outer properties, interests and rights, whether now owned or hereafter acquired by Debtor (co lectively, the "Mortgaged Property"):

- A. Land. All the estate, right, title and interest of Debtor in, to and under, or derived from the plots, pieces and parcels of land situated in in City of Chicago, and the County of Cook, State of Illinois, more particularly described in Livibit B hereto (the "Land") with the tenements, hereditaments, appurtenances and all the estates and rights of Debtor in and to the Land and all right, title and interest, if any, of Debtor in and to the streets, roads, sidewalks and alleys abutting the Land, and strips and gores within or adjoining the Land, whether private or public and whether vacated or to be vacated by Law or otherwise; the his space and right to use said air space above the Land and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicle to parking facilities on or within the Land, all easements now or hereafter affecting or benefitting the Land, including, without limitation, all reciprocal easement agreements, royalties and all rights appertaining to the use and enjoyment of the Land, including alley, drainage, mineral, water, oil and gas rights.
- B. <u>Improvements</u>. All buildings, improvements and structures at any time, now or hereafter, erected, situated or placed thereon (the "**Improvements**").
- C. <u>Fixtures</u>. All fixtures and personal property now or at any time hereafter annexed, affixed or attached to said real estate and/or the buildings, improvements or structures thereon and all replacements, additions and substitutions thereof or thereto, including, but not limited to, all apparatus, appliances, machinery, equipment and articles used to supply or provide, or in connection with, heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation and sprinkler systems, all fire prevention and extinguishing apparatus, all window shades, drapes, drapery equipment, carpeting, tile and floor coverings, all wall coverings, all security and access control apparatus, and all trees, plants

UNOFFICIAL COPY

and landscaping (the Land, together with the Improvements and Fixtures, is referred to herein as the "Premises").

- Accounts; Contract Rights; Inventory; General Intangibles; Chattel Paper. All D. accounts, accounts receivable, lease payments, rental payments, royalties, issues, income, profits, lease rights, contract rights, documents, instruments and other forms of obligation including, without limitation, all development or other rights with respect to the foregoing and other rights to the payment of money including, without limitation, third party reimbursement obligations and all goods whose sale, lease, rental or other disposition by Debtor have given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor (collectively, "Accounts"); all mories, reserves, deposits, certificates of deposit and deposit accounts and all interest or dividend thereon, securities, cash, and cash equivalents; all inventory of Debtor, wherever located, whether under lease, in transit, held by others for Debtor's account, covered by warehouse receipts, purchase orders and/or contracts, or in the possession of any lessees, renters, carriers, for warding agents, truckers, warehousemen, vendors or other Persons, including, without limitation, all raw raterials, work in process, finished goods, supplies, goods, incidentals, office supplies and packagins, and shipping materials (collectively, "Inventory"); all general intangibles of any kind or nature whatsoever, including, without limitation, all patents, trademarks, copyrights and other intellectual property, and all applications for, registrations of and licenses of the foregoing, and all compute, software, product specifications, trade secrets, licenses, trade names, service marks, goodwil. tax refunds and rights to tax refunds; all chattel paper of any kind or nature whatsoever, including without limitation, all leases, rental agreements, installment sale agreements, conditional sale agreements, rights to acquire land or improvements, and other chattel paper relating to or arising out of the purchase, sale, rental, lease or other disposition of any of the Mortgaged Property.
- Personal Property. All other personal property, whether now owned or hereafter E. acquired by Debtor, and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements, additions and substitutions thereof and thereto, including, but not limited to, the following (collectively, the "Personal Property"): all equipment, machinery, fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Mortgaged Property or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, amplifiers, antennae, appliances, apparatus, awnings, basins, boilers, bookcases, tooths, cabinets, carpets, chairs, cleaning and janitorial equipment and supplies, coolers, compaciors, computers and computer equipment and wiring, conduit, copy machines, cups, curtains, d sks. dies, dishes, dishwashers, doors, drapes, drapery equipment and apparatus, ducts, dynamos, elevinors, engines, equipment, escalators, fans, fax machines, fittings, floor coverings, freezers, furnaces, furnishings, furniture, glasses, goods, hardware, heaters, humidifiers, incinerators, Litchen equipment and appliances, lights and lighting, machinery, microphones, monitors, motors, ovens, pans, pipes, plates, plumbing, pots, printers, pumps, radiators, ranges, refrigerators, risers, screens, security systems, shades, shelving, silverware, sound systems, speakers, sprinklers, stools, stoves, tile and floor coverings, tables, telephones, tools, ventilators, wall coverings, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, owned by Debtor and now or hereafter used for similar purposes in or in connection with the Mortgaged Property, all appliances, all shelving and storage apparatus, all construction goods and materials whether or not the same have been incorporated into the buildings or improvements thereon, and all tools, supplies and equipment used in connection with construction, repair, maintenance, janitorial or groundskeeping services thereon or therefor.

UNOFFICIAL COPY

- F. <u>Claims</u>; <u>Books and Records</u>. All right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Secured Party be necessary to preserve, protect, or enforce the rights or claims of Debtor in and to the Premises or the Personal Property or both, including the filing of any proof of claim in any insolvency proceeding under any state, federal or other laws and any rights, claims or awards accruing to or to be paid to Debtor; and all books, records, computer records, electronic data, reports, tests, surveys, plans, specifications, permits, conditional use permits, licenses, computer disks, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and documents of any kind or nature relating to the foregoing or the development or operation thereof.
- G. Leases. All leases, subleases, lettings and licenses of the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, extensions, renewals, restatements and guarantees thereof (all of the foregoing hereinafter collectively referred to as the "Leases"), and all right, title and interest of Debtor thereunder, including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the guarantees of third parties related to the obligations existing pursuant to such Leases, the right to receive and collect the rents, expense reimbursements, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof (all of the foregoing hereinafter collectively referred to as the "Rents") and the right to apply the same to the payment and performance of the Obligations.
- H. Accessions; After Acquired Property and Proceeds. All accessions to any of the foregoing and all substitutions, renewals, improvements and replacements of and additions thereto; all after-acquired property of the nature described above; all products and proceeds of any of the foregoing, including, without limitation, insurance proceeds, whether cash or noncash, immediate or remote, including without limitation, all income accounts, contract rights, general intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange, or other disposition of any of the foregoing items.

Defined terms not defined herein shall have the meaning set for the in that certain Illinois Future Advance Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") executed by Debtor for the benefit of Secured Party.

1202622073 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT B

Legal Description Of The Land

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows: Lot 2 and South 1/2 of Lot 3 in Hartzen's Resubdivision of Block 22 in Irving Park addition in the Northeast 1/4 of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT PARCEL NUMBERS:
13-15-235-000-0900 Vol. 338