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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Doc#: 1203244000 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/01/2012 09:55 AM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER [optional]
Barbara Basgall (405) 236-0003
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
ANDERSON, McCOY, & OTRA PC
100 NORTH BROADWAY
SUITE 2600
OKLAHOMA CITY, OK, 73102
AMO FILE NO: 3024.158

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
Rainbo Homes II, L.L.C.
OR
1b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
1c. MAILING ADDRESS
7855 GROSS POINT ROAD, SUITE 1A
SKOKIE
IL 60077
U.S.A.
1d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION
LLC
1f. JURISDICTION OF ORGANIZATION
ILLINOIS
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
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
AMT CADVC VENTURE LLC, a Delaware limited liability company
OR
3b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
3c. MAILING ADDRESS
333 South Grand Avenue, 28th floor
Los Angeles
CA 90071
U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

This UCC-1 Financing Statement is being filed/recorded to replace the UCC-1 filed on 08/02/2005 Document No. 021439042, with the Cook County, Illinois Recorder, which appears to have lapsed.

See Exhibit A and Exhibit B.

Handwritten signature and date: SY 2/1/12

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) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

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EXHIBIT A TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2, 3, 4, 5, 6, 7 AND 8 IN BLOCK 1 IN KEENEY'S ADDITION TO RAVENSWOOD, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 107 FEET OF LOT 1 IN KEENEY'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 107 FEET OF LOT 10 IN BLOCK 1 IN INGLEDEW'S ADDITION TO RAVENSWOOD IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s 14-08-315-036-0000

14-08-315-037-0000

14-08-315-038-0000

14-08-315-039-0000

14-08-315-044-0000

14-08-315-046-0000

COMMON ADDRESS: 4836-4850 North Clark Street, Chicago, Illinois

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EXHIBIT B TO UCC FINANCING STATEMENT

COLLATERAL DESCRIPTION

All interests which Debtor now has or may hereafter acquire belonging or in anyway appertaining to land (the "Land") as described on Exhibit A, together with all of the following property of Debtor (but excluding any property owned by a tenant of the Land):

- a) **Appurtenances.** All tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and lots belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing;
- b) **Improvements and Fixtures.** All buildings, structures, replacements, furnishings, fixtures, fittings, and other improvements and property of every kind and character now or hereafter located or erected on the Land, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Land or said improvements, including (without limitation) all motors, boilers, engines, and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");
- c) **Personal Property.** All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishing, furniture, light fixtures, non-structural additions to the premises, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the premises, any construction undertaken in or on the premises, any trade, business or other activity (whether or not engaged in for profit) for which the premises are used, the maintenance of the premises or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located in or on the premises or located elsewhere for purposes of fabrication, storage or otherwise including (without limitation) all rights under and to the escrow account(s) established and maintained pursuant to this Mortgage (all of the foregoing is herein referred to collectively as the "Goods");
- d) **Intangibles.** All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the premises (or any portion thereof) and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property

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the Mortgagor related to the premises (or any portion thereof) (all of the foregoing is herein referred to collectively as the "Intangibles");

- e) **Rents.** All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the premises (or any portion thereof) (all of the foregoing is herein collectively called the "Rents");
- f) **Leases.** All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the premises (or any portion thereof), and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein called the "Leases");
- g) **Plans.** All rights of the Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction in or on the premises (all of the foregoing is herein called the "Plans");
- h) **Other Property.** All other property or rights of the Mortgagor of any kind or character related to the Land or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

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