

# UNOFFICIAL COPY



Doc#: 1232634115 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/21/2012 02:03 PM Pg: 1 of 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO  
CORPORATION SERVICE CO  
33 N LASALLE ST  
STE 2320  
CHICAGO, IL 60602

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						
Lemont Village Square, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2617 Beacon Hill Drive			Auburn Hills	MI	48326	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		limited liability co.	Illinois	04140567		<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	
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		
						<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						
Prudential Mortgage Capital Company, LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
100 Mulberry Street, Gateway Center 4, 8th Floor			Newark	NJ	07102	USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS A AND B ATTACHED HERETO AND MADE A PART HEREOF.

To be filed with Cook County, Illinois.

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 FEE)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

Loan No. 520000038 / Lemont Village Square / (39259/000041)

418841002

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

NYUCC1PNAT - 12/10/2002 CT System Online

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME			
Lemont Village Square, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

### 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

— See Exhibit A attached hereto and made a part hereof.

See Exhibit B attached hereto and made a part hereof.

Property Address:

1217 State Street, 1229 State Street, 1251 State Street,  
1237 State Street and 1243 State Street  
Lemont, Illinois 60439

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

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

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EXHIBIT "A"  
TO UCC-1 FINANCING STATEMENT INDICATING:

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LEMONT VILLAGE SQUARE, LLC  
(Debtor)  
to

PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC  
(Secured Party)

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ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THAT CERTAIN MORTGAGE ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING MADE AS OF NOVEMBER 9, 2012, BY LEMONT VILLAGE SQUARE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY ("**DEBTOR**"), IN FAVOR OF PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("**SECURED PARTY**").

This Financing Statement covers the real property, as more particularly described on Exhibit B hereto, together with the improvements, fixtures, and personalty located thereon (the "**Property**") together with:

1. All that certain real property situated at 1217 State Street, 1229 State Street, 1251 State Street, 1237 State Street and 1243 State Street, City of Lemont, County of Cook, State of Illinois, more particularly described on Exhibit E attached hereto and incorporated herein by this reference (the "**Land**"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;
2. All structures, buildings and other improvements of every kind and description now or at any time hereafter located or placed on the Land (the "**Improvements**"; the Land and the Improvements are collectively, the "**Real Estate**");
3. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located in or on, attached to or used in and about the Real Estate, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting,

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ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Real Estate, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased (other than from Debtor) by tenants of space in the Improvements) ("**Equipment**");

4. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

5. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate, or any part thereof, whether now existing or hereafter created or acquired;

6. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

7. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to this Security Instrument or any other of the Loan Documents (as defined in the Loan Agreement), including, without limitation, all funds now or hereafter on deposit in impound or reserve accounts with Secured Party;

8. (i) All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Real Estate entered into, and any and all guaranties, assignments, extensions, renewals, replacements, and modifications thereof, as the same may be amended each, and including, without limitation, **Major Leases** (as defined in the Loan Agreement), a "**Lease**" and collectively, "**Leases**" whether written or oral, and (ii) all deposits (whether for security or otherwise and whether in the form of cash or letter of credit or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Real Estate, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents (including, without limitation, resulting from untenability due to destruction or damage to the Real Estate), together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Debtor may have against any tenant under the Leases or against any other occupant of the Real

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Estate (collectively, the “**Rents and Profits**”) or in any other way relating to the Real Estate, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined), and all cash or securities deposited to secure performance by the tenants, lessees, occupants or licensees, as applicable under leases (each, a “**Tenant**” and collectively, the “**Tenants**”), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases, or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Sections 2.12 and 2.13 of the Loan Agreement. As additional security for the indebtedness secured hereby, Debtor has executed an Assignment of Leases and Rents dated of even date herewith (as same may be hereafter amended, consolidated or modified from time to time, the “**Assignment**”) in favor of Secured Party covering all of the right, title and interest of Debtor, as landlord, lessor or licensor, in and to any Leases and Rents and Profits. All rights and remedies granted to Secured Party under the Assignment shall be in addition to and cumulative of all rights and remedies granted to Secured Party hereunder;

9. All contracts, and agreements now or hereafter entered into or otherwise effective, covering or otherwise relating to all or any part of the Real Estate, as same may be amended (collectively, the “**Contracts**”) and all revenue, income and other benefits thereof, including, without limitation, management agreements, license agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including, but not limited to, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements. (Any contract materially affecting the use, operation or construction of, or production of income in connection with, the Property, as determined by Secured Party, is referred to as a “**Material Contract**”);

10. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate;

11. All present and future funds, accounts, instruments, letters of credit, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Real Estate, all names by which the Real Estate may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate) and all notes or chattel paper, now or hereafter arising from or by virtue of any transactions related to the Real Estate (collectively, the “**General Intangibles**”);

12. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now existing or hereafter obtained in connection with the Real Estate and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture,

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furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate;

13. All building materials, supplies and equipment now or hereafter placed in or on the Real Estate and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate;

14. All insurance policies or binders now or hereafter relating to the Property, including, without limitation, all proceeds, awards and unearned premiums thereon;

15. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

16. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

17. All proceeds, products, substitutions and accessions (including, without limitation, claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and all refunds, rebates or credits of any taxes or assessments levied against all or any portion of the Property whether as a result of tax certiorari or other proceedings or applications; and

18. All other or greater rights and interests of every nature in the Real Estate and Property, and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

**UNOFFICIAL COPY****EXHIBIT "B"****PROPERTY DESCRIPTION**

## PARCEL 1:

THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE WEST 50.29 METERS (165 FEET) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

AND ALSO EXCEPT THE FOLLOWING DESCRIBED LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED MAY 2, 2011 AND RECORDED MAY 18, 2011 AS DOCUMENT NUMBER 1113818053:

THE NORTH 50 FEET OF THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063.

## PARCEL 2:

THE SOUTH 123.72 FEET OF THE WEST 208.70 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOT 2 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE SOUTH 100 FEET OF THE WEST 225 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 2, 4, 5 AND 6 FALLING WITHIN, TAKEN OR USED FOR STATE STREET.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID, AS CREATED BY THE EASEMENT RECORDED DECEMBER 30, 2004 AS DOCUMENT NUMBER 0436518095, AS AMENDED AND RESTATED BY AGREEMENT RECORDED JULY 11, 2006 AS DOCUMENT NUMBER 0619256131 OVER THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND AS DESCRIBED IN SAID INSTRUMENT:  
LOT 1 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 22-32-200-008

22-32-200-018

22-32-200-029

22-32-200-034

22-32-200-048