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Doc#: 1310801010 Fee: \$44.00
 RHSP Fee: \$10.00 Affidavit Fee:
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 04/18/2013 08:48 AM Pg: 1 of 4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AMERICAN CHARTERED BANK
 932 W. RANDOLPH STREET
 CHICAGO, ILLINOIS 60607
 ATTN: JENNIFER ROTH

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
VILLAS OF GLEN PARK - PHASE II, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3107 WEST LAKE AVENUE GLENVIEW IL 60010 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD LIAB. CO 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 04219899 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
AMERICAN CHARTERED BANK

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
932 W. RANDOLPH STREET CHICAGO IL 60607 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL COLLATERAL DESCRIBED IN EXHIBIT A ATTACHED HERETO.

Box 400-CTCC

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

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY RECORDER/PIN: 04-28-400-005-0000/3121 W. LAKE AVENUE, GLENVIEW, IL

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

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EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

Debtor: VILLAS OF GLEN PARK – PHASE II, LLC

Secured Party: AMERICAN CHARTERED BANK

The Debtor has granted to the Secured Party a security interest in the property owned by the Debtor and described as follows:

- (a) All improvements of every nature whatsoever now or hereafter situated on the real estate legally described on Exhibit "B" hereto (the "Real Estate"), and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements", and collectively with the Real Estate, sometimes referred to collectively herein as the "Premises").
- (b) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor in and to the same;
- (c) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Debtor in or on to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Debtor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;
- (d) All interest of the Debtor in all leases now or hereafter on the Premises, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;
- (e) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but
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without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

(f) All of the 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 the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(g) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights 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); (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 (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Premises; and

(h) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

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EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

THAT PART OF THE EAST 85.21 FEET OF THE WEST 878.25 FEET OF THE NORTH 384 FEET (EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 30.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 81.50 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 73.45 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 73.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 85.21 FEET OF THE WEST 878.25 FEET OF THE NORTH 384 FEET (EXCEPT THAT PART TAKEN FOR LAKE AVENUE) OF THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 171.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 02 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 71.50 FEET; THENCE SOUTH 45 DEGREES 01 MINUTES 27 SECONDS WEST, A DISTANCE OF 14.12 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 63.45 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 16 SECONDS WEST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 73.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

3121 W. LAKE AVENUE, GLENVIEW, ILLINOIS 60026

PERMANENT TAX INDEX NUMBER:

04-28-400-005-0000