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Doc#: 1317042051 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/19/2013 09:43 AM Pg: 1 of 5

#### **UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Loan Ops - 773-420-4710

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Urban Partnership Bank Real Estate Department 7054 South Jeffery Blvd. Chicago, IL 60649

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY					
1. DEBTOR'S EXACT FULL LEGAL FIAN E - insert only one debtor	name (1a or 1b) - do not abbreviate or combine name:				
1a. ORGANIZATION'S NAME			<del></del>		
PHILLIPS 7600, LLC					
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY		
1625 EAST 74TH STREET	CHICAGO	IL   60649	USA		
1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZ	TION 11. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	,		
ORGANIZATION LLC	LIL	04041518	NONE		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert	t only one dibtor no ne (2a or 2b) - do not abbreviate or	combine names	1 10/12		
28. ORGANIZATION'S NAME	7				
08					
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   2e. TYPE OF ORGANIZ	ZATION 2f. JURISDICTION OF ORGANI ATION	2g. ORGANIZATIONAL ID #, if any	2g. ORGANIZATIONAL ID #, if any		
ORGANIZATION DEBTOR	i		NONE		
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of A	ASSIGNOR S/P) - insert only one secured party name (	3a or ₃b)	1 NONE		
3a. ORGANIZATION'S NAME		(8)			
URBAN PARTNERSHIP BANK					
OR 30. INDIVIDUAL'S LAST NAME	FIRST NAME	MIL DLE NAME	SUFFIX		
		9, _			
3c. MAILING ADDRESS	CITY	STATE PC STAL C DDE	COUNTRY		
7936 S. COTTAGE GROVE AVENUE	CHICAGO	IL 60619	USA		

See Exhibit "A" and Exhibit "B".

Box 400-CTCC

SPSSN

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CO	ONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG, LIEN	NON-UCC FILING
<ol> <li>This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum</li> </ol>	[for record] (or recorded) in	the REAL 7.	Check to REQUI	EST SEARCH REPOR EE)	T(S) on Debtor(s)	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA							
Loan #66568							

<sup>4.</sup> This FINANCING STATEMENT covers the following colleteral:

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF REAL ESTATE

LOTS 1 AND 2 (EXCEPT THE SOUTH 23 FEET THEREOF) IN BLOCK 5 IN THE SOUTH SHORE PARK SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 30. TOWNSHIP 28 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 21-30-307-012 COOK COUNTY CLORK'S OFFICE

PROPERTY ADDRESS:

7600-04 South Phillips Avenue Chicago, Illinois 60649

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Loan No. 66568

## EXHIBIT B TO FIXTURE FILING

**Debtor:** 

PHILLIPS 7600, LLC

**Secured Party:** 

**URBAN PARTNERSHIP BANK** 

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 con secondarily:

- (a) All improvements of every nature whatsoever now or hereafter situated on the property legally described on Exhibit A attached 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 the eon, including all extensions, additions, improvements, betterments, renewals, substitutions one 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"):
- (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 of, 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 Idinois (the "Code") in effect from time to time), escrows, security deposits, impounds, rescries, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Debtor thereon, 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, inventory, equipment and other articles of personal property now or hereafter owned by the Debtor, including, without limitation, any and all air conditioners,

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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, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that if the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty. and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this fixture filing and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Secured Party, as a Secured Party, and the Debtor. as Debtor, all in accordance with the Code;

- 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 nereafter 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 drots, 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, leave 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 vet 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

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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.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those is local

Or Cook Collings Clark's Office terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Property is located.