

# UNOFFICIAL COPY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/01/2013 10:09 AM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Debra Millinowisch  
c/o Quarles & Brady LLP  
300 N. LaSalle Street, Suite 4000  
Chicago, IL 60654

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  
**MEDITERRANEAN EXPRESS LLC**

OR  
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS

1d. SEE INSTRUCTIONS

ADDL. INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
**Limited Liability Company**

1f. JURISDICTION OF ORGANIZATION  
**Illinois**

1g. ORGANIZATIONAL ID #, if any  
**04137574**

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

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

ADDL. 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 SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**PNC Bank, National Association**

OR  
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
**6750 Miller Road**

**Brecksville**

**OH 44141**

**USA**

4. This FINANCING STATEMENT covers the following collateral:

**All of Debtor's assets, including but not limited to, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired including without limitation the assets of Debtor described on attached Exhibit A.**

S  
P  
S  
SC  
INT

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

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) [optional]

8. OPTIONAL FILER REFERENCE DATA

Cook County, Illinois; 792370.00050

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

SA 94066 26 5/9

BOX 333-CT

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## Exhibit A to UCC Financing Statement

**Debtor:** MEDITERRANEAN EXPRESS LLC  
**Secured Party:** PNC BANK, NATIONAL ASSOCIATION, as Lender

All or any of Debtor's right, title and interest in, to and under the following described property of such Debtor:

(a) All of the Debtor's estate in the premises described in Schedule A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining including, without limitation, all water rights and air rights, and all of the Debtor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "Land");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "Improvements");

(c) All of the Debtor's right, title and interest in and to any and all agreements, plans, franchises, management agreements, approvals (whether issued by a governmental authority or otherwise) and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy or ownership of the Improvements, whether now existing or hereafter arising (the "Development Documents"), including all (i) plans, specifications and other design work for buildings and utilities, (ii) architect's agreements and construction contracts and warranties, (iii) environmental reports, surveys and other engineering work product, (iv) permits and licenses and (v) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land, and the Debtor further covenants and agrees to execute and deliver to the Secured Party, on demand, such additional assignments and instruments as the Secured Party may require to implement, confirm, maintain or continue any grant or assignment of rights in the Development Documents;

(d) All rents, income, issues, and profits arising or issuing from the Land and the Improvements, and advantages and claims against guarantors of any Leases (defined below) (the "Rents") including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "Leases"), all of which Leases and Rents are hereby assigned to the Secured Party by the Debtor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Debtor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Debtor, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Debtor will execute and deliver to the Secured Party, on demand, such

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additional assignments and instruments as the Secured Party may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) A security interest in all personal property of the Debtor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Debtor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Debtor now or hereafter in the Secured Party's possession or in transit to or from, or under the custody or control of, the Secured Party or any affiliate thereof; (xvii) all cash and cash equivalents thereof; and (xviii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

**UNOFFICIAL COPY****SCHEDULE A****Legal Description****PARCEL 1:**

THE EAST 10 FEET OF LOT 16 AND ALL OF LOTS 17 THROUGH 26 INCLUSIVE IN BLOCK 26, IN KRENN & DATO'S DEVONSHIRE MANOR, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4700 Dempster Street, Skokie, Illinois  
 Property Index Number: 10-15-324-029-0000, 10-15-324-030-0000, 10-15-324-041-0000, 10-15-324-043-0000

**PARCEL 2:**

LOTS 56 TO 66, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJACENT TO SAID LOTS, IN NORTHWESTERN EXTENSION REALTY CO'S DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION IN THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BUT NOT INCLUDING THE EAST 1/2 OF LOT 63 AND ALL OF LOTS 64, 65 AND 66 IN NORTHWESTERN EXTENSION REALTY CO'S DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION IN THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 1/2 OF LOT 4 IN BLOCK 2 IN HARRY A. ROTH AND CO'S TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

AND;

LOT 1 PETA INN CONSOLIDATION BEING PART OF THE EAST 1/2 OF LOT 63 AND ALL OF LOTS 64, 65 AND 66 IN NORTHWESTERN EXTENSION REALTY CO'S DEMPSTER STREET AND CRAWFORD AVENUE SUBDIVISION IN THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 1/2 OF LOT 4 IN BLOCK 2 IN HARRY A. ROTH AND CO'S TURNER WOODS, A SUBDIVISION OF LOT 8 IN JOHN TURNER'S HEIRS' SUBDIVISION OF THE SOUTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**NOW KNOWN AS:**

LOT 1 IN FALAH-ASMA TABAHI SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS PER DOCUMENT NUMBER 1303116005.

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Commonly known as: 3922-3936 Dempster Street, Skokie, Illinois  
 3910 W Dempster Street, Skokie, Illinois  
 Property Index Numbers: 10-14-309-067-0000, 10-14-309-071-0000

**PARCEL 3:**

THAT PART OF LOTS 2 AND 3 IN GOLF MILL INVESTMENTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF MILWAUKEE AVENUE AS DEDICATED LYING 200.00 FEET SOUTHEASTERLY OF THE NORTHERLY CORNER OF LOT 1 OF SAID SUBDIVISION MEASURED ALONG SAID RIGHT OF WAY LINE, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 135.4 FEET; THENCE SOUTHWESTERLY ALONG A LINE PERPENDICULAR TO SAID RIGHT OF WAY LINE A DISTANCE OF 350.00 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO SAID RIGHT OF WAY LINE A DISTANCE OF 135.4 FEET; THENCE NORTHEASTERLY ALONG A LINE PERPENDICULAR TO SAID RIGHT OF WAY LINE A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 9854 North Milwaukee Avenue, Glenview, Illinois  
 Property Index Numbers: 09-11-300-000-0000

**PARCEL 4:**

LOT 15 IN FIRST ADDITION TO DUNHURST UNIT NO 4, BEING A RESUBDIVISION OF THE WEST 30 FEET OF LOT 9 AND THE EAST 30 FEET OF LOT 10 IN BLOCK 1 AND SOUTH 314 FEET OF LOT 'A' IN DUNHURST SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as: 122 South Elmhurst Road, Wheeling, Illinois  
 Property Index Numbers: 03-10-101-036-0000