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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/18/2013 10:11 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CITIZEN AS 905401 30/5

A. NAME & PHONE OF CONTACT AT FILER (optional) THOMAS G. MOFFITT 312-377-7861
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) STAHL COWEN CROWLEY ADDIS LLC 55 W. MONORE STREET, SUITE 1200 CHICAGO, IL 60603

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CHESTER DAVID GROUP, INC.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS 2302 WEST NORTH AVENUE, #1W	CITY CHICAGO	STATE IL	POSTAL CODE 60647	COUNTRY USA
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2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME URBAN PARTNERSHIP BANK			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS 55 EAST JACKSON, 16TH FLOOR	CITY CHICAGO	STATE IL	POSTAL CODE 60604	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:
ALL PERSONAL PROPERTY OF DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS OF THE FOREGOING, AS MORE FULLY SET FORTH IN EXHIBIT A AND EXHIBIT B ATTACHED HERETO.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor: Chester David Group, Inc.

Secured Party: Urban Partnership Bank

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

The parcels of real estate located in Cook County, Illinois which are more particularly described on Exhibit B attached hereto and incorporated herein by reference as though set forth herein in full ("Real Estate");

TOGETHER WITH, any and all buildings and improvements now or hereafter erected on the Real Estate, including, but not limited to, building materials and supplies stored on the Real Estate, fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (but excluding any trade fixtures, attachments, appliances, equipment, machinery and other articles of personal property owned by any tenant leasing the Real Estate) (the "Improvements");

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Real Estate and/or the Improvements (collectively the "Rents"), subject to the right, power, and authority hereinafter given to Debtor to collect and apply such Rents;

TOGETHER WITH, all leasehold estate, right, title and interest of Debtor in and to all leases or subleases covering the Real Estate and/or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH, all right, title and interest of Debtor in and to all options to purchase or lease the Real Estate or any portion thereof or interest therein, and any greater estate in the Real Estate now owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all rights, title and interest of Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Real Estate;

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TOGETHER WITH, all tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the Real Estate or used in connection therewith or with the Improvements (the "**Personal Property**"), including, but not limited to: all goods, machinery, tools, insurance proceeds, trucks, fork-lifts, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), storage racks, hydraulic lifts, wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies. All Personal Property hereinabove described shall be deemed part and parcel of the Real Estate, appropriated to the use of the Real Estate and, whether affixed or annexed thereto or not, shall be deemed conclusively to be real estate and secured hereby;

TOGETHER WITH, all estate, interest, right, title and any other demand or claim, which Debtor now has or may hereafter acquire in any permits, licenses, franchises, plans and specifications, construction contracts, construction management agreements, material purchase agreements, builder's and manufacturer's warranties with respect to the Real Estate, the Improvements or the Personal Property; and

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Real Estate, the Improvements or the Personal Property and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Real Estate or the Improvements, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

Capitalized terms not otherwise defined herein shall have the meaning set forth in those certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of November 1, 2013, made by Debtor to and in favor of Secured Party, and recorded in the Office of Recorder of Deeds of Cook County, Illinois.

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EXHIBIT B TO UCC-1 FINANCING STATEMENT

LEGAL DESCRIPTION OF THE REAL ESTATE

1. ALL OF LOT 30 AND THE WEST 7 FEET OF LOT 31 IN MCCAULEY'S SUBDIVISION OF LOTS 1 TO 12 (EXCEPT THE SOUTH 18 FEET OF LOT 12) AND LOTS 29 TO 41, ALL INCLUSIVE IN BLOCK 26 OF WASHINGTON HEIGHTS SUBDIVISION OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 8 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7 TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 Common Address: 1239 W. 101st Place, Chicago, IL 60612
 PIN: 25-08-311-021-000
2. LOT 27 IN BLOCK 2 IN COBE AND MCKINNON'S 63RD ST AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
 Common Address: 5954 S. Talman, Chicago, IL 60612
 PIN: 19-13-402-035-0000
3. LOT 10 (EXCEPT THE NORTH 9.51 FEET) AND THE NORTH 15.03 FEET OF LOT 11 IN BLOCK 15 IN AVONDALE ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 Common Address: 6424 S. Fairfield, Chicago, IL 60612
 PIN: 19-24-208-022-0000
4. THE WEST 95 FEET OF LOT 2 (EXCEPT THE NORTH 5 FEET THEREOF) AND THE WEST 95 FEET OF THE NORTH 10 FEET OF LOT 3 IN BLOCK 45 IN S. LYNNE, BEING VAIL'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 Common Address: 6505 S. Bell, Chicago, IL 60624
 PIN: 20-19-118-026-0000
5. LOT 2 (EXCEPT THE SOUTH (1/2) AND EXCEPT THE NORTH 20 FEET THEREOF) IN BLOCK 12 IN PITNER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 27 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.
 Common Address: 7612 S. King, Chicago, IL 60624
 PIN: 20-27-311-027-0000

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6. LOT 1 IN BLOCK 24 IN ENGLEFIELD BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7700 S. Honore, Chicago, IL 60621
PIN: 20-30-422-021-0000

7. LOT 20 IN BLOCK 5 IN ENGLEWOOD HEIGHTS, BEING A RESUBDIVISION OF WRIGHT'S SUBDIVISION OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD, IN COOK COUNTY, ILLINOIS.

Common Address: 8735 S. Honore, Chicago, IL 60620
PIN: 25-06-202-018-0000

8. LOT 31 (EXCEPT THE SOUTH 20 FEET THEREOF) AND THE SOUTH 15 FEET OF LOT 32 IN ROBERT VOLK'S SUBDIVISION OF BLOCK 3 IN THE SUBDIVISION OF THAT PART WESTERLY OF THE RIGHT OF WAY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 9111 S. Racine, Chicago, IL 60620
PIN: 25-05-400-004-0000

9. LOT 13 IN BLOCK 4 IN COLES SUBDIVISION OF THE NORTH 15 ACRES OF THE WEST 110 ACRES OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 9130 S. Wallace, Chicago, IL 60620
PIN: 25-04-303-032-0000

10. LOT 15 IN BLOCK 18 IN JERNBERG'S SUBDIVISION OF BLOCKS 2, 5, 8, 11 TO 28 AND THE RE-SUBDIVISION OF BLOCK 4 IN ROOD AND WESTON'S ADDITION TO MORGAN PARK, BEING A SUBDIVISION OF WEST 1/2 OF THE NORTHEAST 1/4, EXCEPT THE NORTH 20 ACRES AND THE EAST 1/2 OF THE NORTHWEST 1/4, EXCEPT THE NORTH 20 ACRES IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 11406 S. Elizabeth, Chicago, IL 60643
PIN: 25-20-124-036-0000