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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/30/2013 12:20 PM Pg: 1 of 4

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
STEPHEN M. ALDERMAN

**B. E-MAIL CONTACT AT FILER (optional)**  
ALDERMAN@GARFIELD-MEREL.COM

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

GARFIELD & MEREL, LTD.  
180 N. STETSON AVENUE, #1300  
CHICAGO, IL 60601

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**  
NRG TOUHY MCCORMICK, LLC

OR

**1b. INDIVIDUAL'S SURNAME** FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

**1c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY  
225 W. HUBBARD ST FL 4 CHICAGO IL 60654 USA

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

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**  
FIRSTMERIT BANK, N.A.

OR

**3b. INDIVIDUAL'S SURNAME** FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

**3c. MAILING ADDRESS** CITY STATE POSTAL CODE COUNTRY  
501 W. NORTH AVENUE MELROSE PARK IL 60160 USA

4. COLLATERAL: This financing statement covers the following collateral:  
SEE ATTACHED EXHIBIT A

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

Any and all personal property, tangible and intangible, and improvements ("Collateral") now owned or hereafter acquired by Debtor, including, but not limited to the following:

- a) All personal property, fixtures and vehicles, including any and all Equipment, Inventory, Accounts, Chattel Paper, General Intangibles, Fixtures, Documents and Instruments as defined in the Illinois Uniform Commercial Code and including all proceeds and products thereof, all insurance and condemnation claims and proceeds, all of Debtor's right, title and interest in, to and under any contracts, leases, security deposits, rental agreements, licenses or other agreements of any kind entered into by Debtor in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the property or real estate owned by Debtor and described below ("Property") wherein any of the foregoing property is used, stored or maintained, including but not limited to, any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, any end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.
- b) All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.
- c) All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.
- d) Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.
- e) All proceeds of, substitutions and replacement for, accessions to and products of, any of the foregoing in whatever form, including without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.
- f) Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered into by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to non-performance or breach of such

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contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the buildings and other improvements intended to be undertaken on the Property.

- g) All proceeds or payments derived from the Property, including but not limited to refunds, rebates, forfeitures, laundry leases, or concessions of any nature.
- h) Any and all other personal property now or hereafter owned by the Debtor, its successors and assigns.

## Legal Description of the Property

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 26 WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE WEST ALONG SAID SECTION LINE FOR A DISTANCE OF 856.85 FEET TO A POINT WHICH IS 460 FEET EAST OF THE WEST LINE OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH PARALLEL WITH SAID WEST LINE A DISTANCE OF 500 FEET TO A POINT; THENCE EAST PARALLEL TO SAID SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 856.28 FEET TO THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH A LINE WHICH IS 660 FEET WEST OF (MEASURED ON THE SOUTH LINE OF SAID SECTION) THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ON SAID LAST DESCRIBED LINE A DISTANCE OF 500 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART TAKEN FOR TOUHY AVENUE AS PER DOCUMENT NUMBER 89300294), IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT RECORDED 12/30/13 AS DOCUMENT NUMBER 1336419047 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER SAID LOT; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF

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SAID LOT, 245.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 70.00 FEET TO A LINE 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG SAID PARALLEL LINE, 246.83 FEET TO THE WEST LINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 89300294, SAID LINE BEING 29.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID WEST LINE, 70.02 FEET TO THE POINT OF BEGINNING.

PIN: 10-26-403-042-0000

Common Address: 7200 MCCORMICK BLVD, SKOKIE, IL

60070

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