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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/19/2014 10:26 AM Pg: 1 of 9

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
DONNA M. SHAW, ESQ. (312) 456-0377

**B. E-MAIL CONTACT AT FILER (optional)**  
DSHAW@RSPLAW.COM

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

DONNA M. SHAW, ESQ.  
ROBBINS, SALOMON & PATT, LTD.  
180 NORTH LA SALLE STREET, SUITE 3300  
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  
95TH & WESTERN, LLC

OR

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

1c. MAILING ADDRESS

2901 BUTTERFIELD ROAD	CITY OAK BROOK	STATE IL	POSTAL CODE 60523	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

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  
PNC BANK, NATIONAL ASSOCIATION

OR

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

3c. MAILING ADDRESS

ONE N. FRANKLIN STREET, SUITE 2150	CITY CHICAGO	STATE IL	POSTAL CODE 60606	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

ALL OF THE PROPERTY AS DESCRIBED ON EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Box 400-CTCC

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P  
S  
SC  
INT

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
PNC BANK/EVERGREEN PARK MARIANO'S (05484.217) COOK COUNTY, ILLINOIS RECORDER

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## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>95TH &amp; WESTERN, LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**AS LEGALLY DESCRIBED ON EXHIBIT "B" ATTACHED  
HERETO AND INCORPORATED HEREIN BY THIS  
REFERENCE.**

17. MISCELLANEOUS:

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## EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

**DEBTOR:**                    **95<sup>TH</sup> & WESTERN, LLC,**  
                                      an Illinois limited liability company

**SECURED PARTY:**       **PNC BANK, NATIONAL ASSOCIATION,**  
                                      a national banking association

### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures, trade fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, 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, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in the operation of the "Premises" (as described on **Exhibit "B"** hereto);

2. All right, title and interest of Debtor now or at any time hereafter existing, in and to all highways, roads, streets, allies and other public thoroughfares and all strips and gores adjoining or within the Premises or any part thereof;

3. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

4. All buildings, structures, improvements, plans of works and fixtures now or at any time hereafter located on the Premises and, without any further act, all extensions, additions, betterments, substitutions and replacements thereof.

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5. Debtor's rights, title, and interest in all personal property used or to be used in connection with the operation of the Premises, including without limitation all goods, equipment and inventory located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;

6. Debtor's rights, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

7. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises, including, without limitation, all management and other service contracts, certificates of need, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

8. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to the Premises or to any property now or at any time hereafter comprising a part of the property subject to Debtor's mortgage to secure a party; all right, title and interest of Debtor, whether now or at any time hereafter existing, and all reversions and remainder to the Premises and such other property;

9. Debtor's right, title, and interest in the rents, income issues, royalties, revenues, deposits (including security deposits and utility deposits), and profits in connection with all leases, subleases, contracts, and other agreements made or agreed to by any person or entity with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made together with all of Debtor's right, title and interest in all of the foregoing leases, subleases, contracts and other agreements pertaining to all or any part of the Premises whether such leases, subleases, contracts or other agreements have been heretofore or are hereafter made;

10. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, credit card receivables, lottery winnings and general intangibles relating to the Premises.

11. All rights in and proceeds from all fire and hazard, loss-of-income, business interruption and other non-liability insurance policies now or hereafter covering improvements now hereafter located on the Premises or described in the mortgage securing the Premises, the use or occupancy thereof, or the business conducted thereon;

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12. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Premises and other property and interests subject to the mortgage from Debtor to Secured Party into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

13. All building materials and goods owned by Debtor which are procured or to be procured for use in or in connection with the Premises for the construction of additional premises, whether or not such materials and goods have been delivered to the Premises;

14. All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto;

15. All operating deposits accounts established for the Premises and all cash and proceeds of such accounts, including, without limitation, the operating bank account to be established by Debtor with Secured Party in connection with the Premises and any cash collateral account which may be established by Debtor with Secured Party in connection with the Premises; and

16. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property, and any and all after acquired right, title or interest in and to any of the property described in this Exhibit "A".

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## EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

**DEBTOR:** 95<sup>TH</sup> & WESTERN, LLC,  
an Illinois limited liability company

**SECURED PARTY:** PNC BANK, NATIONAL ASSOCIATION,  
a national banking association

### LEGAL DESCRIPTION OF PREMISES

#### **PARCEL 1:**

THE EASTERLY 100 FEET OF BLOCK 4 IN HONORE'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL IS ALSO KNOWN AS LOT 1 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF THE NORTH 1/4 OF EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 2:**

LOT 2 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN LOTS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET AND ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OR NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 1 AND 2 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 95TH STREET (U. S. ROUTE NUMBERS 12 AND 20) WITH THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING SAID BALTIMORE AND OHIO

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CHICAGO TERMINAL RAILROAD WEST RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE WESTERLY 90 DEGREES 29 MINUTES 22 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET A DISTANCE OF 192.00 FEET THENCE NORTHERLY 89 DEGREES 30 MINUTES 38 SECONDS TO RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, A DISTANCE OF 220.00 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE NORTH 30 FEET OF VACATED 96TH STREET LYING SOUTH OF AND ADJOINING PARCELS 1 & 2.

**PARCEL 4:**

THE EAST 1/2 OF VACATED WASHTENAW AVENUE LYING WEST OF AND ADJOINING PARCEL 2, AS VACATED BY THE ORDINANCE RECORDED JULY 30, 2001 AS DOCUMENT 0010685740

**PARCEL 5:**

THE EAST 188.60 FEET OF THE NORTH 170 FEET OF THE EAST 1/4 OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**ALSO:**

LOTS 1, 2, 3, 4, AND 5 (EXCEPT FROM SAID LOT 5 THAT PART THEREOF LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 7) ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION AFORESAID

**ALSO:**

THAT PART OF THE 20 FOOT VACATED EAST AND WEST ALLEY ADJOINING THE NORTH LINE OF LOT 1 AFORESAID LYING EAST OF THE WEST LINE OF THE EAST 188.60 FEET OF BLOCK 5 AFORESAID AND WEST OF THE WEST RIGHT OF WAY LINE OF THE 66.00 FOOT WASHTENAW AVENUE, ALL IN COOK COUNTY, ILLINOIS

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## PARCEL 6:

THAT PART OF LOTS 5, 6, AND 7 LYING SOUTH OF A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH 3/8 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 7:

THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF THE NORTH 180.00 FEET (INCLUDING THAT PART OF THE VACATED ALLEY) IN HARRY H. HONORE JR., SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12; THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF LOTS 1 THROUGH 7 INCLUSIVE, IN ADDITION TO EVERGREEN PARK HILLS; AND THAT PART OF WASHTENAW AVENUE LYING EAST OF AND ADJACENT TO LOT 8 AND THE PUBLIC ALLEY NORTH OF LOT 8 (EXCEPT THE WEST 37 FEET) IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) IN BLOCK 5 OF HARRY H. HONORE JR.'S SUBDIVISION, ALL LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 8:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 7, BOTH INCLUSIVE, TO USE THE COMMON AREA ACCESS FACILITIES FOR THE PASSAGE OF VEHICLES AND PEDESTRIANS AS CREATED BY CROSS ACCESS AND PARKING AGREEMENT BY AND BETWEEN 95<sup>TH</sup> AND WESTERN, LLC AND INGRAM FAMILY LIMITED PARTNERSHIP RECORDED AUGUST 26, 2013 AS DOCUMENT 1325839123

## PERMANENT TAX IDENTIFICATION NUMBERS:

24-12-201-017-0000  
 24-12-201-018-0000  
 24-12-201-019-0000  
 24-12-201-020-0000  
 24-12-201-030-0000  
 24-12-201-032-0000



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24-12-201-033-0000

24-12-201-034-0000

24-12-201-035-0000

24-12-202-002-0000

**PROPERTY ADDRESS:**

2601 West 95<sup>th</sup> Street  
Evergreen Park, Illinois *60805*

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDS OF DEEDS  
SCANNED BY \_\_\_\_\_