

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1415742094 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/06/2014 02:32 PM Pg: 1 of 8

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dechert LLP
One Bush Street, Suite 1600
San Francisco, CA 94104-4446
Attn: Kahlil Yearwood, Esq.

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 LOCK UP OLD ORCHARD, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o SHS Development Company, 800 Frontage Road	Northfield	IL	60093	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 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2100 Ross Avenue, Suite 2500	Dallas	TX	75201	USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule 1 attached hereto for the collateral description

Box 400-CTCC

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/Licensors

8. OPTIONAL FILER REFERENCE DATA:
To be Recorded in Cook County, IL Matter #134146 Doc. 19293873

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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 LOCK UP OLD ORCHARD, L.L.C.	
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

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:

**Lock Up Self-Storage
5250 Golf Rd
Skokie, IL 60077**

See Exhibit A attached hereto for the complete legal description

17. MISCELLANEOUS:

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DEBTOR: LOCK UP OLD ORCHARD, L.L.C.

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

SCHEDULE 1

Item 1 (Debtor):

Organization Name	LOCK UP OLD ORCHARD, L.L.C.
Mailing Address	c/o SHS Development Company 500 Frontage Road Northfield, IL 60093

Item 3 (Secured Party):

Organization Name	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
Mailing Address	c/o Prudential Asset Resources, Inc. 2100 Ross Avenue, Suite 2500 Dallas, TX 95201

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DEBTOR: LOCK UP OLD ORCHARD, L.L.C.

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Item 4 (Collateral Description):

All of Mortgagor's right, title and interest in, to and under the following:

All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Mortgagor, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "Land"), and all improvements located thereon (the "Improvements") or placed on any part thereof, though not attached thereto, including, without limitation, all vehicles, office equipment, electronics, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.

All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Schedule 1.

All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Mortgagor in connection with the Land, the Improvements, or any of the personal property described in this Schedule 1.

All right, title, and interest of Mortgagor in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.

All right, title, and interest of Mortgagor in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.

All interests, estates, or other claims or demands, in law and in equity, which Mortgagor now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Schedule 1.

All right, title, and interest owned by Mortgagor in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Schedule 1, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Schedule 1.

All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Mortgagor now has or may hereafter acquire in the Land, the Improvements, or any of the personal

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DEBTOR: LOCK UP OLD ORCHARD, L.L.C.

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

property described in this Schedule 1, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

All right, title, and interest of Mortgagor in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Mortgagor's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Mortgagor under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS SCHEDULE 1.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

MORTGAGOR IS THE RECORD TITLE HOLDER AND OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS SCHEDULE 1 (AND NOT OTHERWISE DEFINED IN THIS SCHEDULE 1) SHALL HAVE THE MEANING, IF ANY, ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS SCHEDULE 1 IS ATTACHED, THE TERM "MORTGAGOR" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE U.C.C.

UNOFFICIAL COPY**DEBTOR: LOCK UP OLD ORCHARD, L.L.C.****SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA****EXHIBIT A****(LEGAL DESCRIPTION)****SKOKIE**

All that real property situate in the City of ~~Chicago~~, County of Cook, State of Illinois, more particularly described as follows:

PARCEL 1:

LOT 1 IN THE PLAT OF SUBDIVISION OF LOCK UP OLD ORCHARD SUBDIVISION IN THE SOUTH ~~WEST~~ 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED MARCH 22, 2004 AS DOCUMENT 0408227126.

PARCLE 2:

ACCESS EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO SHARED ACCESS EASEMENT AGREEMENT DATED AS OF MARCH 22, 2004 AND RECORDED MARCH 22, 2004 AS DOCUMENT 0408227122 BY AND BETWEEN VILLAGE OF SKOKIE, LOCK UP OLD ORCHARD, L.L.C. AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND KNOWN AS TRUST NUMBER 45839.

PARCEL 3:

STORM SEWER EASEMENT IN FAVOR OF PARCEL 1 PURSUANT TO STORM SEWER EASEMENT AGREEMENT DATED AS OF JULY 19, 2004 AND RECORDED JULY 30, 2004 AS DOCUMENT 0421219031 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1963 AND KNOWN AS TRUST NUMBER 45839 AND LOCK UP OLD ORCHARD, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY.

PIN: 10-09-315-019-0000

ADDRESS: 5250 GOLF RD.,
SKOKIE, IL 60077