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Doc#: 1418412070 Fee: \$44.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2014 11:11 AM Pg: 1 of 4

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

89627920288

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@csco.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> 85562703-388140 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703

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 Waterhawk LLC, an Illinois limited liability company			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 5919 West 118th Street		CITY Alsip	STATE POSTAL CODE COUNTRY IL 60803 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 Standard Bank and Trust Company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 7800 West 95th Street		CITY Hickory Hills	STATE POSTAL CODE COUNTRY IL 60457 USA

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

See attached Schedule 1

Box 400-CTCC

SCSPTS
WTA
1/2/2/4/5

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Bailee/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

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Standard Bank and Trust Company

SCHEDULE 1

DEBTOR: WATERHAWK LLC, an Illinois limited liability company

FEDERAL TAX NUMBER: Intentionally Omitted

CONTINUATION OF ITEM NO. 4 OF THE ATTACHED UCC-1 FINANCING STATEMENT.

1. All personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles); whether any of the foregoing is owned now or acquired later and wherever located; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).
2. All buildings, other improvements and fixtures now or hereafter located on the real property (the "Real Property") described in Exhibit A, hereto (the "Improvements");
3. All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on, the Real Property; together with all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and services marks arising from or related to the Real Property and any business conducted thereon by Debtor, together with all books records and files relating to any of the foregoing;
4. All sales contracts of any nature whatsoever now or hereafter executed covering any portion of the Real Property or Improvements, together with any modifications thereof, and also together with any and all deposits or other payments made in connection therewith (subject, however, to any applicable restrictions imposed by law);
5. All permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Real Property or Improvements, including warranties and guaranties, and all deposits made with or other security given to utility companies and governmental agencies with respect to the Real Property or Improvements, and all of Debtor's funds held back or escrowed for completion of off-site improvements in the vicinity of the Real Property or Improvements;

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6. All rights of Debtor under any construction contracts and subcontracts, architects' and engineers' contracts, plans, specifications and drawings for the Improvements;
7. All rights of Debtor as declarant under any declaration affecting any of the Real Property;
8. All insurance policies (and unearned premiums thereon) pertaining to the Real Property, whether or not required to be carried by the terms of the "Loan Documents" (as defined in that certain Construction Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor as Trustor and Secured Party as Beneficiary), and all proceeds thereof;
9. Any evidence of title to the Real Property provided by Debtor to Secured Party;
10. Any bank account(s) into which proceeds of the "Secured Obligations" (as defined in that certain Construction Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor as Trustor and Secured Party as Beneficiary) are deposited by Secured Party for the benefit of Debtor; and
11. All interest or estate which Debtor may hereafter acquire in the property described above, and all replacements, proceeds, additions and accretions thereto. The listing of specific rights or property shall not be interpreted as a limit of general terms.

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EXHIBIT A
to
Schedule 1 of UCC-1 Financing Statement

(Legal Description)

LOTS 1 AND 2 IN TRAINOR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2013 AS DOCUMENT 1325616018, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5919 W. 118TH STREET, ALSIP, ILLINOIS 60803

PIN: 24-20-400-022-0000

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