

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

Doc#: 1434304018 Fee: \$46.00  
 RHSP Fee: \$9.00 RPRF Fee: \$1.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 12/09/2014 11:43 AM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE GRIER LAW FIRM  
 1000 HILGROVE AVENUE, SUITE 250  
 WESTERN SPRINGS, IL 60558

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  
 THE SHOPS AT KINGSBURY SQUARE, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 ROBERT YORK ROAD, UNIT D DEERFIELD IL 60015 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  
 STATE FARM LIFE INSURANCE COMPANY

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 ONE STATE FARM PLAZA, A-3, INVESTMENTS BLOOMINGTON IL 61710 USA

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

All "Collateral," as the same is described and as that term is defined on Exhibit A attached hereto, which is now or hereafter a part of, of benefit to, located upon or used, useful or intended to be used for or in connection with the complete and non-portable use, occupation, operation or enjoyment, whether in present or in the future, of the real property described in Exhibit B attached hereto; the current record owner of said real property being the Debtor, THE SHOPS AT KINGSBURY SQUARE, LLC, an Illinois limited liability company.

## Box 400-CTCC

S Y  
 P 5  
 S W  
 SC Y  
 INTA

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-UCG Filing

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

8. OPTIONAL FILER REFERENCE DATA:  
 COOK COUNTY, ILLINOIS

8976104  
 Kover 21 3A.3

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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

OR	9a. ORGANIZATION'S NAME THE SHOPS AT KINGSBURY SQUARE, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only if an 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

OR	10a. ORGANIZATION'S NAME			
	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)

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

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:

SEE EXHIBIT B

17. MISCELLANEOUS:

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## EXHIBIT A

to Financing Statement

by, **THE SHOPS AT KINGSBURY SQUARE, LLC**, an Illinois limited liability company, as Debtor and **STATE FARM LIFE INSURANCE COMPANY**, as Secured Party

1. **Improvements.** All of Debtor's right, title and interest in and to all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon that piece, parcel and tract (or those pieces, parcels or tracts) of land (the "Real Estate") located in Cook County, Illinois legally more particularly described on Exhibit B attached hereto and by this reference thereto made a part hereof (collectively, the "Improvements");

2. **Appurtenances.** All of Debtor's estate, claim, demand, right, title and interest, now owned or hereafter acquired, including, without limitation, any after acquired title, franchise, license, remainder, or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining properties; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning and development rights and approvals, all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, or other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");

3. **Leases.** All leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof now or hereafter existing or entered into (collectively, the "Leases");

4. **Rents.** All rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents");

5. **Contract Rights.** All right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Collateral (defined below), including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Collateral (defined below) (as hereinafter defined and described), whether now owned or hereafter acquired by Debtor (collectively, the "Contract Rights");

6. **Intangible Personal Property.** All general intangibles of Debtor, including without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies

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and the proceeds therefrom, rights of action and books and records relating to the Real Estate and Improvements (collectively, the "Intangible Personal Property");

7. Tangible Personal Property. All right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate and Improvements (collectively, the "Tangible Personal Property");

8. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the Collateral (defined below) into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Collateral (defined below), including all insurance and condemnation proceeds paid or payable with respect to the Collateral (collectively, the "Proceeds");

9. Tax and Insurance Deposits. All sums deposited by Debtor to Secured Party, in escrow, for the payment of real estate and other taxes and insurance premiums payable on and with respect to the Real Estate and Improvements (collectively, the "Tax and Insurance Deposits");

10. Right to Encumber. All of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests comprising the Collateral described herein as security for any debt or obligation; it being intended by this provision that Debtor be divested of the right, power and privilege to further hypothecate or encumber, or to grant a mortgage upon or a security interest in any of the Collateral (defined below) as security for the payment of any debt or the performance of any obligation without Secured Party's prior written consent (the "Right to Encumber"); and

11. Other Rights and Interests. All other property, rights, interest, estates or claims of every name, kind, character or nature, both in law and in equity which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interest, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the Collateral (defined below) (collectively, "Other Rights and Interest");

all of the foregoing-described property, rights and interest, including the Improvements, Appurtenances, Leases, Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Tax and Insurance Deposits, Right to Encumber and Other Rights and Interests, together with all renewals, replacements, substitutions, accessions, products or additions to and proceeds thereof, being collectively referred to herein as the "Collateral".

IT IS EXPRESSLY PROVIDED, HOWEVER, that the property, rights and interest included within the foregoing definition of "Collateral" shall not include any fixtures, equipment or tangible personal property which is (i) owned by tenants or lessees of Debtor and of the Real Estate and Improvements or any part or parts thereof, or (ii) owned by any lessors of fixtures, equipment or personal property leased to any such tenants.

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## EXHIBIT B

to Financing Statement

by, **THE SHOPS AT KINGSBURY SQUARE, LLC**, an Illinois limited liability company, as Debtor and **STATE FARM LIFE INSURANCE COMPANY**, as Secured Party

### Legal Description of Real Estate

LOTS 1 THROUGH 12, INCLUSIVE, IN BLOCK 46 IN CHICAGO LAND COMPANY'S RESUBDIVISION OF BLOCKS 36, 37, 46, 47, 48, 55, 56, 62, 63, 70, 71, 74 AND 84 TOGETHER WITH LOT 1 IN BLOCK 50, ALL IN ELSTON ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD MAY 26, 1873 AND RECORDED JUNE 11, 1873 IN BOOK 4 OF PLATS ON PAGE 83 AS DOCUMENT NUMBER 104948, IN COOK COUNTY, ILLINOIS.

PINs: 17-05-212-001-0000  
17-05-212-002-0000  
17-05-212-003-0000  
17-05-212-004-0000  
17-05-212-005-0000  
17-05-212-006-0000  
17-05-212-007-0000  
17-05-212-008-0000  
17-05-212-009-0000  
17-05-212-010-0000

Street Address: 1550 N. Kingsbury Street, Chicago, IL 60642