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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1502944070

Doc#: 1502944070 Fee: \$46.00

RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 01/29/2015 03:33 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
95805622 - 374670 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62702	Filed In: Illinois (Cook)

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 Victoria Land Partners, L.P.					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 9171 Towne Center Drive, Suite 335		CITY San Diego	STATE CA	POSTAL CODE 92122	COUNTRY 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 Raba, LP					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS 9171 Towne Center Drive, Suite 335		CITY San Diego	STATE CA	POSTAL CODE 92122	COUNTRY USA

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 Northern Trust Company					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 50 South LaSalle Street		CITY Chicago	STATE IL	POSTAL CODE 60603	COUNTRY USA

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

All business assets, including accounts, general intangibles, inventory, equipment, vehicles, leasehold improvements, fixtures and other property, as more fully described on "Exhibit A" attached hereto and incorporated herein by reference.

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: West:3801489167-1536

95805622

UNOFFICIAL COPY**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

Victoria Land Partners, L.P.

OR 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 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:

See attached Exhibit 1, that includes the legal description.

Pin #'s:

13-24-100-003, 13-24-100-004, 13-24-100-005, 13-24-100-006, 13-24-100-007, 13-24-100-008, 13-24-100-009, 13-24-100-035, 13-24-100-036

17. MISCELLANEOUS:

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EXHIBIT 1 to Financing Statement

of VICTORIA LAND PARTNERS, L.P. and RABA, LP (collectively, "Debtor")

in favor of The Northern Trust Company ("Secured Party")

"Property" means that certain Land and the improved real property commonly known as 3153 w. Irving Park Rd., Chicago, IL 60618 with the following legal description:

LOTS 1 TO 13, BOTH INCLUSIVE, IN BLOCK 1 IN WILLIAM E. HATTERMAN'S IRVING PARK BOULEVARD SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COLLATERAL. The following, whether now owned or hereafter acquired, located at or associated with the Property (any or all of such, the "Collateral"):

(a) **Improvements.** All right, title, and interest of Debtor in, to, under, or derived from all buildings, structures, facilities, and other improvements of every kind and description now or hereafter located on the Property including all parking areas, roads, driveways, walks, fences, walls, drainage facilities, and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone, and other utility equipment and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire, protection and sprinkler, surveillance and security, public address and communications equipment and systems, partitions, elevators, escalators, motors, machinery, pipes, fittings, and other items of equipment of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law, and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition, or improvement of or to such buildings, equipment, fixtures, structures, and improvements all of which materials shall be deemed to be part of the Property immediately upon delivery thereon on the Land and to be part of the improvements immediately upon their incorporation therein (hereinafter collectively called the "Improvements").

(b) **Appurtenant Rights.** All easements and rights of ways, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating, or pertaining to the Land or the Improvements and the reversions, remainders, and all the estates, rights, titles, interests, property, possession, claim, and demand whatsoever, both in law and in equity, of Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

(c) **Equipment.** All machinery, equipment, instruments, fixtures, inventory, and articles of personal property and accessions thereof and renewals, replacements thereof, and substitutions therefor, and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land or the Improvements (hereinafter collectively called the "Equipment").

(d) **Permits.** All estate, right, title, and interest of Debtor in, to, under, or derived from all licenses, authorizations, certificates, variances, consents, approvals, and other permits, now or hereafter pertaining to the Land and the Improvements and all estate, right, title, and interest of Debtor in, to, under, or derived from all trade names or business names relating to the Land or the Improvements or the

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present or future development, construction, operation, or use of the Land or the Improvements (hereinafter collectively called the "Permits").

(e) **Leases.** All estate, right, title, and interest of Debtor in, to, under, and derived from all leases (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals, and other modifications of any thereof), now or hereafter in effect, whether or not of record (hereinafter collectively called the "Leases"); and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which Debtor or any lessor is or may become entitled to do under the Leases.

(f) **Rents, Issues, and Profits.** All estate, right, title, and interest of Debtor in, to, under, or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings, and other benefits now or hereafter accruing with respect to all or any portion of the Land or the Improvements, including all rents and other sums now or hereafter payable pursuant to the Leases; all other sums now or hereafter payable with respect to the use, occupancy, management, operation, or control of the Land or the Improvements, including oil, gas, and mineral royalties (hereinafter collectively called the "Rents") all of which Debtor hereby irrevocably directs to be paid to Beneficiary, subject to the license granted to Debtor, to be held, applied, and disbursed as provided in the Loan Agreement or Related Documents.

(g) **General Intangibles, Payment Rights, and Agreements.** All estate, right, title, and interest of Debtor in, to, under, or derived from all contract rights, chattel paper, instruments, general intangibles, computer software, and in the property, accounts, guaranties, and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future development, construction, operation, or use of the Property, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees, and warranties, all relating to the Property or to the present or future development, construction, operation, or use of the Property, all architectural, engineering, construction, and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone, and other utilities relating to the Property (hereinafter collectively called the "Agreements").

(h) **Proceeds and Awards.** All awards of payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property to the extent actually received by Debtor, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer of the Property or part thereof made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Property.

(i) **Receivables and Accounts.** All right, title, and interest of every nature of Debtor in all receivables and other accounts of Debtor relating to the Property and in all monies deposited or to be deposited in any funds or account maintained or deposited with Lender, or its assigns, in connection herewith, if any.

(j) **Further Property.** All estate, right, title, and interest of Debtor in, to, under, or derived from the Property hereafter acquired by Debtor, and all right, title, and interest of Debtor in, to, under, or derived from all extensions, improvements, betterment, renewal substitutions, and replacements or, and additions and appurtenances to the Property hereafter acquired by or released to Debtor or constructed or located on, or attached to, the Land or the Property.

(k) Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice or right to cancel under the Truth in Lending laws for the indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given. Finally, the term "Collateral" shall not be deemed to include any property owned by a tenant at the Property under any Lease of the Property.

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All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral located at the; or located elsewhere, whether added now or later. All products and produce of any of the Collateral. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment, or other disposition of any of the Collateral. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement, or other process. All records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

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