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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2015 09:44 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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 HILLGROVE 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  
WRIGHTWOOD III, L.L.C.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
CITY CHICAGO	STATE IL	POSTAL CODE 60603
		COUNTRY USA

1c. MAILING ADDRESS  
155 N. MICHIGAN AVE., SUITE 9003

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
CITY	STATE	POSTAL CODE
		COUNTRY

2c. MAILING ADDRESS

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
CITY BLOOMINGTON	STATE IL	POSTAL CODE 61710
		COUNTRY USA

3c. MAILING ADDRESS  
ONE STATE FARM PLAZA

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 comfortable 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, WRIGHTWOOD III, L.L.C., a Delaware limited liability company.

FREEDOM TITLE CORPORATION  
2260 HICKS ROAD SUITE 415  
ROLLING MEADOWS IL 60008

6714017 5/12

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:  
COOK COUNTY

**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

WRIGHTWOOD III, 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:

SEE EXHIBIT B

17. MISCELLANEOUS:

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## EXHIBIT A

to Financing Statement

by, **WRIGHTWOOD III, L.L.C.**, a Delaware 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 and the proceeds therefrom, rights of action and books and records relating to the Real Estate and Improvements (collectively, the "Intangible Personal Property");

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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, **WRIGHTWOOD III, L.L.C.**, a Delaware limited liability company, as Debtor and **STATE FARM LIFE INSURANCE COMPANY**, as Secured Party

LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF THE EASTERLY 17 FEET OF SAID LOT 43, THENCE NORTHERLY ALONG THE WESTERLY LINE OF THE EASTERLY 17 FEET OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43; A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43 WHICH IS 15.37 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 14-28-318-058

STREET ADDRESS: 451 W. WRIGHTWOOD AVENUE, CHICAGO, IL 60614