

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1516618026 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/15/2015 09:25 AM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>BRANDFORD L. AUSTIN (515)283-3154</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>BRADFORD L. AUSTIN NYEMASTER, GOODE, P.C. 700 WALNUT STREET, SUITE 1600 DES MOINES, IOWA 50309</b>

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 <b>SUTTON PARK DEVELOPERS, L.L.C.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>4104 N. HARLEM AVENUE</b>	<b>NORRIDGE</b>	<b>IL</b>	<b>60706</b>	<b>US</b>

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 <b>FARM BUREAU LIFE INSURANCE COMPANY</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>5400 UNIVERSITY AVENUE</b>	<b>WEST DES MOINES</b>	<b>IA</b>	<b>50266-5977</b>	<b>US</b>

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

SEE EXHIBITS A AND B ATTACHED HERETO.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
**RECORD UCC IN LIEU OF DOC#0514744009**

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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

9a. ORGANIZATION'S NAME <b>SUTTON PARK DEVELOPERS, L.L.C.</b>	
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, ~~not~~ 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:

17. MISCELLANEOUS:

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Debtor - Sutton Park Developers, L.L.C.  
Secured Party - Farm Bureau Life Insurance Company

## EXHIBIT A

### LEGAL DESCRIPTION

Parcel 1: Lot 6 in the Subdivision of Sutton Park being a subdivision of part of the Southwest Quarter of Section 22, and part of the Northwest Quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, plat of subdivision recorded November 12, 2003 as document number 0331639008, all in Cook County, Illinois.

Parcel 2: Non-exclusive easement appurtenant for the benefit of Parcel 1 for ingress, egress, parking utilities and sign as contained in the Operation and Easement Agreement recorded November 12, 2003 as document number 0331639012.

Parcel 3: Non-exclusive easement for the benefit of Parcel 1 recorded November 12, 2003 as document number 0331639010 for storm water management and wetland mitigation facilities.

C/K/A: 1011 Sutton Road, Streamwood, IL  
P/N: 06-02-302-014

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## EXHIBIT B TO UCC FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in and to the Mortgaged Property, as defined below, whether now owned or hereafter acquired by the Debtor, and all proceeds thereof.

Fixtures means all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements on the Property, including, but not limited to, any and all partitions; window screens and shades; drapes, carpeting and other floor coverings; awnings; pumps; motors; valves; elevators and escalators; engine; wire and wiring; boilers; furnaces; pipes; plumbing; sprinkler systems; irrigation systems; fire extinguishing apparatus and equipment; communication equipment; computers and computerized equipment; security systems and devices; water tanks; heating, ventilating, incinerating, air conditioning and air cooling equipment and systems; gas and electric machinery; disposals, dishwashers, refrigerators, ranges and other appliances; and equipment and facilities of all kinds which constitute fixtures under applicable law and all replacements and substitutions therefor.

Improvements means any and all buildings, roads, storage areas, warehousing areas, open or covered parking areas, parking garages or structures, other structures, fences, curbs, walls, sidewalks, walkways, paved parking areas, pavement, recreational facilities, landscaping and all other real property improvements, and any and all additions, alterations, or appurtenances thereto, now or at any time hereafter situated, placed, constructed upon or for the benefit of the Property or any part thereof, and shall include, unless the context otherwise requires, all Fixtures.

Leases means any and all leases, subleases, licenses, concessions, occupancy, rental and use agreements, or other agreements (written or oral), now or hereafter in effect which grant a possessory interest in and to, or the right to use, occupy or generate income from, in or around the Property and/or the Improvements, or any portion thereof, if any, and all guarantees of, and security for the performance of any of the obligations and payments thereunder.

Mortgaged Property means all or any of the Improvements, Fixtures, Personalty, Property, Leases or Rents.

Person means any individual, corporation, trust, partnership, joint venture, limited liability company or any other entity, business entity or form of organization.

Personalty means all of the right, title and interest of Debtor now or hereafter existing in and to the following now or hereafter located in, upon, within or about, or used in connection with the construction, use, operation or occupancy of the Property and/or the Improvements and any business or activity conducted thereon or therein, together with all accessories, additions,

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Debtor - Sutton Park Developers, L.L.C.

Secured Party - Farm Bureau Life Insurance Company

accessions, renewals, replacements and substitutions thereto or therefor and the proceeds and products thereof: (a) all materials, supplies, furniture, furnishings, appliances, office supplies, equipment, construction materials, vehicles, machinery, computer hardware and software, maintenance equipment, window washing equipment, repair equipment and other equipment, tools, telephone and other communications equipment, food service preparation equipment and utensils, chinaware, glassware, silverware and hollowware, food and beverage service equipment, food items and food stuffs; (b) all books, ledgers, records, accounting records, files, tax records and returns, policy manuals, papers, correspondence, and electronically recorded data; (c) all general intangibles, instruments, money, accounts, accounts receivable, notes, certificates of deposit, chattel paper, letters of credit, choses in action, good will, rights to payment of money, rents, rental fees, equipment fees and other amounts payable by Persons who utilize the Property or any of the Improvements or paid by persons in order to obtain the right to use the Property and any of the Improvements, whether or not so used; trademarks, service marks, trade dress, tradenames, licenses, sales contracts, deposits, plans and specifications, drawings, working drawings, studies, maps, surveys, soil, environmental, engineering or other reports, architectural and engineering contracts, construction contracts, construction management contracts, surety bonds, feasibility and market studies, management and operating agreements, service agreements and contracts, landscape maintenance agreements, security service and other services agreements and vendors agreements; (d) all compensation, awards and other payments or relief (and claims therefor) made for a taking by eminent domain, or by any event in lieu thereof (including, without limitation, property and rights and interests in property received in lieu of any such taking), of all or any part of the Mortgaged Property (including without limitation, awards for severance damages), together with interest thereon, and any and all proceeds (or claims for proceeds) of casualty, liability or other insurance pertaining to the Mortgaged Property, together with interest thereon; (e) any and all claims or demands against any Person with respect to damage or diminution in value to the Mortgaged Property or damage or diminution in value to any business or other activity conducted on the Property; (f) any and all security deposits, deposits of security or advance payments made to others with respect to: (i) insurance policies relating to the Mortgaged Property; (ii) taxes or assessments of any kind or nature affecting the Mortgaged Property; (iii) utility services for the Property and/or the Improvements; or (iv) maintenance, repair or similar services for the Mortgaged Property or any other services or goods to be used in any business or other activity conducted on the Property; (g) any and all authorizations, consents, licenses, permits and approvals of and from all Persons required from time to time in connection with the construction, use, occupancy or operation of the Property, the Improvements, or any business or activity conducted thereon or therein or in connection with the operation, occupancy or use thereof; (h) all warranties, guaranties, utility or street improvement bonds, utility contracts, telephone exchange numbers, yellow page or other directory advertising and the like; (i) all goods, contract rights, and inventory; (j) all leases and use agreements of machinery, equipment and other personal property; (k) all insurance policies covering all or any portion of the Property; (l) all reserve accounts and funds held in escrow by Secured Party or other Person for Secured Party's benefit; (m) all names by which the Property is now or hereafter known; (n) all interests in the security deposits of tenants; (o) all management agreements, blueprints, plans, maps, documents, books and records relating to the Property; (p) the proceeds from sale, assignment, conveyance or transfer of all or, any portion of the Mortgaged Property or any interest therein, or from the sale of any goods, inventory or services from, upon or within the Property and/or the Improvements (but nothing contained herein shall be deemed a consent by Secured Party to such sale, assignment, conveyance or transfer except



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Secured Party - Farm Bureau Life Insurance Company

as expressly provided in the security instrument relating to the Mortgaged Property granting Secured Party a lien thereon); (q) any property listed under the definition of "Fixtures" which are not fixtures under applicable law; (r) all other property (other than Fixtures) of any kind or character as defined in or subject to the provisions of the UCC and; (s) all proceeds of the conversions, voluntarily or involuntarily, of any of the foregoing into cash or liquidated claims.

Property means the real estate or interest therein described on Exhibit "A" to this financing statement, together with all appurtenances and all estate and rights of Debtor thereto; all right, title and interest of Debtor in and to all streets, roads and public places, opened or proposed, all easements, rights of way and other appurtenances, public or private, now or hereafter used in connection therewith; all water stock, water and water rights, to the extent the same constitutes any interest in real property; all mineral, oil and gas rights pertaining thereto; all present and future rights under or with respect to: (a) any declarations or restrictions governing or imposing rights or responsibilities on or with respect to any subdivisions, horizontal property regimes, condominiums, planned area developments, planned unit developments or master plans which are partially or wholly located on or affect the real property described on Exhibit "A" to this financing statement; (b) any design review or architectural review committee and any property owners' or similar association described in or created by the documents referred to in the foregoing clause (a), together with any voting rights therein, and (c) any and all other documents and instruments and any amendments relating to the operation, organization, control or development of the Property.

Rents means all of the rents, royalties, revenues, income, avails, proceeds, profits, fees, charges and other benefits paid or payable by parties to the Leases other than Debtor or otherwise paid by a Person for using, leasing, licensing, possessing, operating from, residing in, or otherwise enjoying or generating income from the Mortgaged Property or any portion thereof, including but not limited to, liquidated or other damages following a default under any Lease, all proceeds payable under any policy of insurance covering loss of rents and all of Debtor's rights to recover monetary amounts from any tenant in bankruptcy, including rights of recovery for use and occupancy and damage claims arising out of lease defaults, and including those arising from lease rejections under any bankruptcy or debtor relief laws in all cases except to the extent that the same constitute personal property under applicable law.