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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1517444024 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/23/2015 12:09 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional) Kasturi Bagchi, Esq. 248.566.8554
B. E-MAIL CONTACT AT FILER (optional) kbagchi@honigman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Kasturi Bagchi, Esq. Honigman Miller Schwartz and Cohn LLP 39400 Woodward Ave., Suite 101 Bloomfield Hills, MI 48304

THE ABOVE

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 6000 Touhy Partners LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 5629 W. Cermak Road			CITY Cicero	STATE IL	POSTAL CODE 60804	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						
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 BC29, LLC						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 280 N. Old Woodward Ave., Suite 104			CITY Birmingham	STATE MI	POSTAL CODE 48009	COUNTRY

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

See Description of Collateral attached as Exhibit A

NCS 704989 508 ca

CCRD REVIEWER Ry

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"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA:					

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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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME 6000 Touhy Partners LLC	
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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> 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 B PIN 10-29-306-035-000 6000 W. Touhy Avenue, Chicago, IL

17. MISCELLANEOUS:

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Debtor: 6000 Touhy Partners LLC
Secured Party: BC29, LLC

EXHIBIT "A" UCC FINANCING STATEMENT

Collateral Description

All assets of Debtor now or hereinafter acquired and located at the real property legally described on Exhibit B ("Real Estate") or leased in connection with the Real Estate, including, without limitation, the following:

(a) All buildings, structures, fixtures and improvements now located, or subsequently constructed or placed upon the Real Estate, including, without limitation all building materials and building equipment located on the Real Estate;

(b) All machinery, apparatus, equipment, utility systems, appliances, fittings, fixtures, supplies, goods, and articles of personal property of every kind and nature located or subsequently located on the Real Estate and all attachments, accessions and replacements (individually and collectively, "Equipment"), and all of the right, title and interest of the Debtor in and to any Equipment which may be subjected to any title retention or security agreement superior in lien to the lien of this Deed to Secure Debt. All Equipment being part and parcel of the Property and appropriated to the use of the Real Estate and, whether affixed or not, unless the Secured Party shall otherwise elect, deemed to be real estate and mortgaged under this Deed to Secure Debt.

(c) All easements, rights-of-way, licenses, privileges and appurtenances relating to the Real Estate;

(d) All rents, issues, profits, revenues, proceeds, accounts and general intangibles arising from the Real Estate or relating to any business conducted by the Debtor on the Real Estate, or under present or future leases, reservation and/or purchase agreements, land contracts, licenses or otherwise, all of which are specifically assigned and transferred to the Secured Party.

(e) All existing and future leases, subleases and use and occupancy agreements, whether written or oral, applying to all or any part of the Real Estate together with all extensions, renewals or replacements of such leases or subleases and use and occupancy agreements (collectively, "Leases") and all present and future guaranties of payment or performance of any of the Leases.

(f) All existing and future reservation agreements, purchase agreements, land contracts, option agreements, and other agreements for the sale of any or all of the Real Estate, together with all extensions, renewals or replacements thereof (collectively, "Sale Contracts") and all present and future guaranties of payment or performance of any of the Sale Contracts.

(g) All present and future rents, income, receipts, revenues, progress payments, sale proceeds, issues, accounts, payments, proceeds, and profits due or to become due which the Debtor is or may become entitled to or may demand or claim arising in respect to the Leases and/or Sale Contracts ("Proceeds").

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Debtor: 6000 Touhy Partners LLC
Secured Party: BC29, LLC

(h) All present and future security deposits, demand deposits, earnest money deposits, and other funds paid to Debtor by any person under any of the Leases or Sale Contracts whether in lump sum or installments.

(i) All existing and future contracts, whether written or oral, between the Debtor and any architect, engineer, consultant, contractor, subcontractor, supplier, and/or laborer providing services, improvements, materials, equipment and/or labor in connection with or relating to the design, development, installation and/or construction of any improvements on the Real Estate.

(j) All right, title and interest of the Debtor in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, adjoining the Real Estate; and

(k) Any and all awards or payments, including, without limit, interest on any awards or payments, and the right to receive them, which may be made with respect to the Property as a result of: the exercise of the right of eminent domain; the alteration of the grade of any street; any loss of or damage to any building or other improvement on the Real Estate; any other injury to or decrease in the value of the Property; any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Property; or any refund of utility deposits or right to any tenant deposit.

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Debtor: 6000 Touhy Partners LLC
Secured Party: BC29, LLC

EXHIBIT "B" UCC FINANCING STATEMENT

Legal Description of Real Estate

Parcel 1: Lot 32 in Valenti's Edgebrook Gardens, being a subdivision of part of Victoria Pothier Reservation and part of the East Half of the Southwest Quarter of Section 29, Town 41 North, Range 13, East of the Principal Meridian in Cook County, Illinois.

Parcel 2: A non-exclusive easement for the benefit of Parcel 1 as created by access easement agreement dated October 2003 and recorded March 23, 2004 as document 0498345018 from Centerpoint Properties Trust, a Maryland real estate investment trust to Harris Trust and Savings Bank as Trustee under Trust Agreement dated February 4, 2003 and known as Trust Number HTB 1276 for the purpose of access for vehicular and pedestrian ingress and egress, commencing July 1, 2004 over the following described land:

The Westerly 35 feet of the Southerly 300 feet of the following:

Lot 12 (except that part lying Easterly of the Westerly line of Lehigh Avenue, being a line 50 feet Westerly of and parallel with the Westerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad) and Lot 13 (except that part thereof lying South of the North line of the South 340 feet thereof and East of a line 35 feet East of and parallel with the West line of said Lot 12) all in Charles Mc Donnell's Subdivision of the Southeast Quarter of fractional Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, and also except that part of said Lots 12 and 13 bounded and described as follows: Commencing at a point in the East line of said Lot 13 which is 340 feet North of the South East corner of said Lot 13; thence running South 89 degrees 11 minutes 45 seconds West on the North line of said South 340 feet of Lot 13 a distance of 254.65 feet; thence North parallel with the East line of said Lot 13, a distance of 499.37 feet; thence South 90 degrees East 228.89 feet to a point of intersection with the Westerly line of said Lehigh Avenue; thence South 22 degrees 07 minutes 30 seconds East on said Westerly line 68.33 feet to its point of intersection with the East line of said Lot 13; thence South on said East line 432.50 feet to the place of beginning, in Cook County, Illinois.

The property address and tax parcel number listed below are provided solely for informational purposes, without warranty as to accuracy or completeness: 6000 W. Touhy Ave., Chicago, IL; 10-29-306-035-0000.