

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1523613091 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2015 03:29 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional) Wesley Broquard (312) 214-8803
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Return to Fidelity National Title 5 Harvard Circle, Ste. 110 West Palm Beach, Fl. 33409 #15-51557

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 ORCHARD/BELDEN, L.L.C.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 1509 W. BERWYN AVE. SUITE 200	CITY CHICAGO	STATE IL	POSTAL CODE 60640	COUNTRY

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	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME				
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 SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 1401 LIVINGSTON LANE	CITY JACKSON	STATE MS	POSTAL CODE 39213	COUNTRY

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

All right, title, and interest in and to all personal property and fixtures of the Debtor, whether now owned or existing or hereafter created, acquired, or arising, as set forth on Exhibit A attached hereto and made a part hereof.

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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:
 Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA:
File with the Cook County Recorder

International Association of Commercial Administrators (IACA)

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

ORCHARD/BELDEN, 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):

Debtor is the record owner.

16. Description of real estate:

See EXHIBIT B attached hereto and made a part hereof.

17. MISCELLANEOUS:

UNOFFICIAL COPY

EXHIBIT "A"

Debtor: Orchard/Belden, L.L.C., an Illinois limited liability company
Secured Party: Southern Farm Bureau Life Insurance Company

- A. Any and all tangible property now or hereafter owned by Debtor and now or hereafter located at, affixed to, placed upon or used in connection with the "Land" described in Exhibit "B" attached hereto, and any present or future improvements thereon (the "Improvements"), including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies and all books, records and software; and any other items of property, wherever kept or stored, if acquired by Debtor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements, together also with all additions thereto and replacements and proceeds thereof; all of which foregoing items described in this paragraph are hereby declared to be part of the real estate set forth in Exhibit B attached hereto (the "Tangible Property"); and
- B. (a) Any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of Debtor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Debtor and/or Secured Party with respect to the Improvements or the Tangible Property, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Tangible Property; (c) all rights of Debtor in and to all supplies and building materials, wherever located, for the construction or refurbishing of the Improvements, and any bill of lading, warehouse receipt or other document of title pertaining to any such supplies and materials; and (d) all rights of Debtor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, prepaid fees, choses-in-action, subdivision

UNOFFICIAL COPY

restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (ii) any agreements for the provision of utilities to the Land or the Improvements; (iii) all payment, performance and/or other bonds; (iv) any contracts now existing or hereafter made for the sale by Debtor of all or any portion of the Land or the Improvements, including any security and other deposits paid by any purchasers or lessees (howsoever such deposits may be held) and any proceeds of such sales contracts and lease contracts, including any purchase-money notes and mortgages made by such purchasers; (v) any other contracts and agreements related to or for the benefit of the Land, Tangible Property and/or Improvements, including leases, repair and maintenance contracts and/or management agreements; (vi) all funds, accounts, instruments, documents, accounts receivable, general intangibles, payment intangibles, supporting obligations, investment property, notes, and chattel paper arising from or by virtue of transactions related to the Land and Improvements; (vii) without limiting the foregoing, the following now-existing or hereafter-acquired types of collateral of every kind and nature that are owned by Debtor in connection with Debtor's business (as such terms may be defined in the Illinois Uniform Commercial Code as codified at 810 ILCS 5/1-101 *et seq.*): Accounts (including health-care insurance receivables), Chattel Paper (including Electronic Chattel Paper), Inventory, Instruments (including Promissory Notes), Investment Property, Documents, Deposit Accounts, Letter-of-Credit Rights, General Intangibles (including Payment Intangibles), Software, Supporting Obligations, and to the extent not listed above as original collateral, the Proceeds of the foregoing; and (viii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land.

County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B"

LEGAL DESCRIPTION

Parcel 1: Lot 3 in Prairie Crossing Subdivision, being a Resubdivision of part of Lot 3 in G. Hechinger's Farm, being a Subdivision in Sections 1, 2 and 3, Township 42 North, Range 11 East, and part of Lot 2 in the Subdivision of Section 2, Township 42 North, Range 11 East, and parts of Sections 11 and 13, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded on August 17, 2005 as Document No. 0522939034, in Cook County, Illinois.

Also being described as follows:

That part of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, being more particularly described as follows: beginning at the Southeast corner of Lot 3 in Prairie Crossing Subdivision, being a resubdivision of part of Lot 3 in G. Hechinger's Farm, being a subdivision in Sections 1, 2 and 3, Township 42 North, Range 11 East, and part of Lot 2 in the subdivision of Section 2, Township 42 North, Range 11 East, and parts of Sections 11 and 13, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded on August 17, 2005 as Document No. 0522939034; thence South 65 degrees 21 minutes 09 seconds West, a distance of 230.47 feet along the Southeasterly line of said Lot 3 to a bend in said Southeasterly line; thence North 65 degrees 50 minutes 21 seconds West, a distance of 20.91 feet along said Southeasterly line of Lot 3 to the Southwesterly line of said Lot 3; thence North 20 degrees 05 minutes 26 seconds West, a distance of 230.09 feet along said Southwesterly line of Lot 3 to the Northwest corner of said Lot 3; thence North 68 degrees 21 minutes 09 seconds East, a distance of 233.79 feet along the Northwesterly line of said Lot 3 to the Northeast corner of said Lot 3; thence South 21 degrees 38 minutes 51 seconds East, a distance of 245.00 feet along the Easterly line of said Lot 3 to the point of beginning; all in Cook County, Illinois.

Parcel 2: A non-exclusive easement for the benefit of Parcel 1 as created by Declaration of Easements, Covenants and Restrictions dated as of August 26, 2005 and recorded August 30, 2005 as Document 0524239046, for the purpose of road improvements, parking, access, storm water discharge and detention pond, utilities, general construction and development as set forth in said Document, in Cook County, Illinois.

Parcel 3: A non-exclusive easement for the benefit of Parcel 1 as created by an Encroachment and Easement Agreement recorded February 11, 2015 as Document 1504247030, as amended and restated in Amended and Restated Encroachment and Easement Agreement recorded March 3, 2015 as Document 1506247433, to construct, install, use, maintain, repair and replace a drive-through lane on, over, across, under and through that part of Lot 2 in Prairie Crossing Subdivision, being a subdivision in Sections 1, 2 and 3, Township 42 North, Range 11 East of the Third Principal Meridian, described as commencing at the Southeast corner of said Lot 2; thence South 68 degrees 21 minutes 09 seconds West along the Southeasterly line of said Lot 2, a distance of 56.00 feet to the point of beginning; thence continuing South 68 degrees 21 minutes 09 seconds West along said Southeasterly line of Lot 2 a distance of 129.54 feet; thence North 21 degrees 38 minutes 51 seconds West 9.00 feet; thence North 68 degrees 21 minutes 09 seconds East 129.54 feet; thence South 21 degrees 38 minutes 51 seconds East 9.00 feet to the point of beginning, in Cook County, Illinois.

Common address: 701-749 North Milwaukee Avenue, Wheeling, Illinois
PIN: 03-02-200-104-0000