

UNOFFICIAL COPY



1524019142

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1524019142 Fee: \$50.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/28/2015 02:52 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Sills Cummis & Gross P.C.
101 Park Avenue, 28th Floor
New York, New York 10178
Attn: Jeffrey A. Wendler, Esq.
10080084/000278

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
MOGART LLC
OR
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
1c. MAILING ADDRESS
3711 Shore Parkway
CITY
Brooklyn
STATE
NY
POSTAL CODE
11325
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
FAIR GARDEN DEVELOPERS LLC
OR
2b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
2c. MAILING ADDRESS
3711 Shore Parkway
CITY
Brooklyn
STATE
NY
POSTAL CODE
11325
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
Investors Bank
OR
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS
101 JFK Parkway
CITY
Short Hills
STATE
NJ
POSTAL CODE
07078
COUNTRY
USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

FIDELITY NATIONAL TITLE 999012282
3073

CORD RELEASED A

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:
To be filed in the Office of the County Clerk, Cook County, Illinois

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

MOGART 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. 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:

**1925 East Golf Road
City of Schaumburg
Cook County, Illinois**

Perm Tax #: 07-13-200-029-0000

See Exhibit A attached hereto.

17. MISCELLANEOUS:

UNOFFICIAL COPY

EXHIBIT A

TO UCC-1 FINANCING STATEMENT

COLLATERAL DESCRIPTION

All right, title and interest of the Debtor in and to the premises designated as Tax Block ___, Lot ___ on the tax map of the City of Schaumburg, County of Cook, State of Illinois as more fully described on **Exhibit B** attached hereto and made a part hereof (the "**Real Property**"), together with the following property rights of Debtor in and to all of the following:

(a) all buildings and other improvements now or hereafter located on the Real Property ("**Improvements**");

(b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging to or in any way made appurtenant hereafter, and the reversions and remainder, with respect thereto ("**Appurtenances**");

(c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances, and other property of every kind and nature whatsoever, together with replacements thereof and accessories, parts or accessions thereto, owned by Debtor or in which Debtor has or shall have an interest, and whether or not now or hereafter located on the Real Property, and any and all proceeds of any of the foregoing ("**Equipment**");

(d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time ("**Building Equipment**");

(e) all general intangibles relating to the development or use of the Real Property, including, but not limited to, all licenses, permits and agreements from or with all boards, agencies, departments, public utilities, governmental or otherwise, all names under which or by which the Real Property or Improvements may at any time be operated or known and all rights to carry on business under any such names or any variations thereof, all trademarks and goodwill in any way relating to the Real Property, all shares of stock or other evidence of ownership of any part of the Real Property owned by Debtor in common with others, and all documents of membership in any owners or members association or similar group having responsibility for managing or operating any portion or all of the Real Property ("**Intangibles**");

(f) all awards or payments, including interest thereon, which may be made with respect to the Real Property and Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Property or Improvements including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all

UNOFFICIAL COPY

settlement amounts, all apportionments of taxes, reimbursement of attorneys and engineers fees, all moving expenses and all business dislocation expenses (“**Awards**”);

(g) all insurance policies covering the Real Property or Improvements and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property or Improvements (“**Insurance Policies**”);

(h) all leases, agreements of sale and other agreements affecting the use or occupancy of any portion or all of the Real Property or Improvements, whether heretofore or hereafter executed and all rights to payment under any such lease or agreement (“**Leases and Agreements**”);

(i) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the lease or sale of all or a portion of the Real Property or Improvements, or (ii) the operation of any income-producing facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the “**Income and Rents**” and all such rights are hereinafter referred to as the “**Accounts Receivable**”);

(j) any securities or guaranties held by Debtor with respect to any of the Intangibles, Awards, Leases or Accounts Receivable, and any notes, drafts, acceptances, chattel paper, documents, or other instruments evidencing the same (“**Securities**”);

(k) all funds deposited by Debtor with Secured Party pursuant to the Loan Agreement or otherwise, all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the Improvements (“**Deposits**”);

(l) all plans and specifications prepared for renovations to or construction of the Improvements and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the renovations to or construction of Improvements (“**Plans**”);

(m) the right, in the name and on behalf of itself or Debtor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Secured Party in the Real Property and Improvements;

(n) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the mortgaged property as a result of tax certiorari or any applications or proceedings for reduction of taxes;

(o) all proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash or otherwise (“**Proceeds**”); and

UNOFFICIAL COPY

(q) any and all other rights of Debtor in and to the items set forth in subsections (a) through (o) above.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B****TO UCC-1 FINANCING STATEMENT****REAL PROPERTY DESCRIPTION****PARCEL 1:**

LOT "6F" IN THE RESUBDIVISION OF LOTS 6C, 6D, AND 6E IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 11, 1977 AS TORRENS REGISTRATION NO. LR2973225, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO SAID PROPERTY TO USE THE PERIMETER ROAD FORMING THE BOUNDARY OF THE PROPERTY COMMONLY KNOWN AS "WOODFIELD MALL" (IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS) FOR THE USE OF BOREL/RESTAURANT CORPORATION, A CALIFORNIA CORPORATION, ITS SUCCESSORS, ASSIGNS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES TENANTS AND CUSTOMERS AS CREATED BY FOUR PARTY OPERATING AGREEMENT DATED AUGUST 20, 1969 AND RECORDED AUGUST 29, 1969 AS DOCUMENT NO. 20945754 AND FILED AUGUST 29, 1969 AS DOCUMENT LR2469541, AS AMENDED AND SUPPLEMENTED BY DOCUMENT NOS. 21003242, 21003243, 21313213, 21619274, 21774062, 21785149, 22237958, AND 22237959.

PARCEL 2B:

AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION REPAIR AND MAINTENANCE OF UTILITIES (RELATING TO WATER, STORM AND SANITARY SEWERS) ON, OVER, UNDER AND ACROSS:

(1) A STRIP OF PROPERTY 30 FEET WIDE ON THE NORTHERLY PROPERTY LINE OF LOT 6G IN THE RESUBDIVISION OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 11, 1977 AS TORRENS REGISTRATION NO. LR2973225, ALL IN COOK COUNTY, ILLINOIS;

AND

UNOFFICIAL COPY

(2) A STRIP OF PROPERTY 30 FEET WIDE ON THE WESTERLY PROPERTY LINE OF LOT 6B IN THE PLAT OF RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 PF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1972 AS DOCUMENT NO. 21844681 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 23, 1972 AS TORRENS REGISTRATION NO. LR2613782, ALL IN COOK COUNTY, ILLINOIS AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN WOODFIELD ASSOCIATES, CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 46746, AND BOREL RESTAURANT CORPORATION, DATED AUGUST 15, 1977 AND FILED OCTOBER 19, 1977 AS DOCUMENT LR2975241.

PARCEL 2C:

AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER AND ACROSS AN ACCESS ROAD TO BE CONSTRUCTED BY WOODFIELD ASSOCIATES, AN ILLINOIS JOINT VENTURE, OVER AND ACROSS THE WESTERLY 36 FEET OF LOT 6G IN THE RESUBDIVISION OF LOTS 6C, 6D, AND 6E IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON OCTOBER 11, 1977 AS TORRENS REGISTRATION NO. LR2973225, ALL IN COOK COUNTY, ILLINOIS FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC TO AND FROM SUCH PROPERTY TO GOLF ROAD (ILLINOIS ROUTE 58) ADJOINING SUCH ACCESS ROAD, FOR THE USE OF BOREL RESTAURANT CORPORATION, A CALIFORNIA CORPORATION, ITS SUCCESSORS, ASSIGNS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES, TENANTS AND CUSTOMERS AS CREATED BY AGREEMENT MADE BY AND BETWEEN WOODFIELD ASSOCIATES, CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 46746 AND BOREL RESTAURANT CORPORATION, DATED AUGUST 15, 1977 AND FILED OCTOBER 19, 1977 AS DOCUMENT LR2975240.

PARCEL 2D:

AND TOGETHER WITH A NON-EXCLUSIVE PERPETUAL RIGHT TO USE AN ACCESS ROAD WEST OF LOT 6F AFORESAID FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC TO AND FROM SUCH PROPERTY AND THE ABOVE DESCRIBED PERIMETER ROAD AND GOLF ROAD, FOR THE USE OF BOREL RESTAURANT CORPORATION, A CALIFORNIA CORPORATION, ITS SUCCESSORS, ASSIGNS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES, TENANTS AND CUSTOMERS AS CREATED BY FOUR PARTY OPERATING AGREEMENT DATED AUGUST 20, 1969 AND RECORDED AUGUST 29, 1969 AS DOCUMENT NO. 20945754, AND FILED AUGUST 29, 1969 AS DOCUMENT LR2469541, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME ALL IN COOK COUNTY, ILLINOIS.