

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/16/2016 10:57 AM Pg: 1 of 6

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777294

## 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)

CAMJ LLC  
3624 Salt Creek Circle  
Oak Brook, Illinois 60523  
Attn: Timothy Theriault

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  
**BLD Real Estate LLC**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**2125 Gardner Road Broadview IL 60155 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  
**B.L. Downey Company LLC**

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**2125 Gardner Road Broadview IL 60155 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  
**CAMJ LLC**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**3624 Salt Creek Circle Oak Brook IL 60523 USA**

4. COLLATERAL: This financing statement covers the following collateral:  
**See Attached Exhibit B for Collateral Description and Exhibit A for Legal Description**

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 Recorder** NCS 777294

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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

**BLD Real Estate LLC**

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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

**B.L. Downey Company LLC**

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:

**Parcel Identification Number: 15-16-420-004-0000;  
15-16-420-005-0000  
See Legal Description attached as Exhibit A**

17. MISCELLANEOUS:

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## EXHIBIT A Legal Description

THAT PART OF LOT 16 LYING WEST OF THE WEST RIGHT OF WAY LINE OF INDIANA HARBOR BELT RAILROAD COMPANY (EXCEPT THAT PART TAKEN FOR ROOSEVELT ROAD) IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-16-420-004-0000  
15-16-420-005-0000

Commonly known as:  
2125 Gardner Road  
Broadview, Illinois 60155

26226605.1\155194-00001

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## EXHIBIT B DESCRIPTION OF COLLATERAL

Financing Statement *(continued)*

Name of Debtor: BLD Real Estate LLC; B.L. Downey Company LLC

Item No. 4:

This financing statement covers the following collateral:

SUBORDINATE TO ANY AND ALL INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF THE DEBTOR TO ASSOCIATED BANK, NATIONAL ASSOCIATION IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN DEBT SUBORDINATION AGREEMENT DATED AS OF MARCH 10, 2016, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE FULL STATEMENT THEREOF, all of Debtor's right, title and interest in and to all personal property of every kind and description, whether now existing or later acquired, which now is or which at any time hereafter may be attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any part of, or from any lease or agreement pertaining to, the real property or interests in it located in the County of Cook, State Illinois, as more particularly described in Exhibit A attached to and made a part of this financing statement (the "Land"), including, without limitation:

(a) (i) Any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (A) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent to, used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, timber, crops and mineral interests on or pertaining to the Land; and (E) all development rights and credits and air rights (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

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(c) All (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), swap transactions, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or relating to any transactions related to the Premises or the Accessories (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves under the Mortgage or under any other loan documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan or any swap transaction, all rights to the payment of money from Secured Party under any swap transaction, and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any swap transaction; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories (without derogation of any provision of the Mortgage); (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbon and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property, including software, which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) accounts and proceeds (whether cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this Exhibit, including but not limited to the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of any loan documents or from or through any state or federal government sponsored program or entity), payable because of loss sustained to all or part of the Property (including premium refunds), whether or not such insurance policies are required by Secured Party, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto, including any and all commercial tort claims; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Exhibit; (iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Exhibit; and (iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Exhibit and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above in this Exhibit is a leasehold estate, this conveyance shall include, and the lien and security interest perfected hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now

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owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate; and

(e) All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above in this Exhibit.

Concurrently herewith, Debtor, as Mortgagor, is executing for the benefit of Secured Party, as Mortgagee, a Junior Mortgage with Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Mortgage"), encumbering certain property as therein described. Capitalized terms used in this Exhibit without definition have the meanings ascribed to them in the Mortgage. Any term used or defined in the Illinois Uniform Commercial Code, as in effect from time to time, which is not defined in this Exhibit has the meaning given to that term in the Illinois Uniform Commercial Code, as in effect from time to time, when used in this Exhibit. However, if a term is defined in Article 9 of the Illinois Uniform Commercial Code differently than in another Article of the Illinois Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property described in it which is real property. The intention of Debtor and Secured Party is that everything used in connection with the production of income from that real property or adapted for use in or on it is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property and part of the real property encumbered by the Mortgage, regardless of whether the same is physically attached to the Improvements. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the office where this financing statement is filed.