

# UNOFFICIAL COPY



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/13/2016 10:22 AM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**BRIDGET M STUHR (402-346-6000)**

B. E-MAIL CONTACT AT FILER (optional)  
**BRIDGET.STUHR@KUTAKROCK.COM**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**KUTAK ROCK LLP 1650 FARNAM ST  
OMAHA, NE 68102**

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  
**WOODFIELD RESTAURANT COURT, L.L.C.**

OR

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

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

**2756 SHANNON ROAD | NORTHBROOK | IL | 60062 | 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  
**WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY**

OR

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

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

**1700 FARNAM ST., ATTN: INVESTMENT DIVISION | OMAHA | NE | 68102 | USA**

4. COLLATERAL: This financing statement covers the following collateral

**PLEASE SEE EXHIBIT A ATTACHED HERETO.**

S Y  
P 5  
S N  
SC Y  
INT CB

*Box 400*

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:  
**1019201-153 (WOODMEN WOODFIELD) - IL - COOK**

2 of 5  
8982691 DG

**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

**WOODFIELD RESTAURANT COURT, L.L.C.**

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

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

**PLEASE SEE EXHIBIT B ATTACHED HERETO.**

17. MISCELLANEOUS:

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## Exhibit "A" (DESCRIPTION OF COLLATERAL)

All right, title, interest and estate of Debtor now owned or hereafter acquired, in and to the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (the real property described in Exhibit "B" attached hereto (the "Land")), together with such property, rights, interests and estates, is herein collectively referred to as the "Property"):

(a) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land that may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien in favor of Secured Party;

(b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(c) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) Fixtures and Personal Property. All goods, machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), goods that are to become fixtures and other property of every kind and nature whatsoever owned by Debtor (and not by any tenant), or in which Debtor has or shall have an interest, now or hereafter located upon or relating to the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), including the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of all of the above;

(e) Leases and Rents. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into (and all extensions, amendments and modifications thereto), whether before or after the filing by or against Debtor of any petition for relief under Creditors Rights Laws (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, all guarantees, letters of credit and any other credit support given by any guarantor, cash

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or securities deposited under the Lease to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Creditors Rights Laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the debt in favor of Secured Party (the "Debt");

(f) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, 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 Property;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(i) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(j) Actions or Proceedings. The right, in the name and on behalf of Debtor, upon notice to Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Other Agreements. All agreements, contracts (including, without limitation, any and all interest rate cap agreements, swaps or other interest hedging agreements), certificates, investment property, letter-of-credit rights, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All accounts, escrows, chattel paper, deposits, deposit accounts, trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles related to or used in connection with the operation of the Property;

(m) Causes of Action. All causes of action and claims against any Person (including without limitation, all causes of action or claims arising in tort, by contract or for fraud or concealment of material fact) for damages or injury to the Property or in connection with any transaction financed in whole or in part by the proceeds of the Loan ("Causes of Action"); and

(n) Other Rights. Any and all other rights of Debtor in and to the Property.

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**Exhibit "B"**  
**(DESCRIPTION OF LAND)**

LOT 3 (EXCEPT THAT PART CONDEMNED IN CASE 90L50507 AND CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01 DEGREES 18 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 23.20 FEET; THENCE NORTH 45 DEGREES 26 MINUTES 46 SECONDS WEST 27.41 FEET; THENCE SOUTH 87 DEGREES 48 MINUTES 11 SECONDS WEST 347.32 FEET; THENCE SOUTH 44 DEGREES 11 MINUTES 01 SECONDS WEST 29.78 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 05 SECONDS WEST 43.87 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 56 SECONDS WEST 295.00 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 04 SECONDS WEST 19.67 FEET TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 00 DEGREES 26 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE 326.05 FEET; THENCE NORTH 43 DEGREES 54 MINUTES 54 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF 36.28 FEET TO THE NORTH LINE OF SAID LOT; THENCE NORTH 87 DEGREES 23 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE 405.81 FEET TO THE POINT OF BEGINNING) IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS APPEARING ON THE PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT NUMBER 22869150 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

PIN: 07-13-102-002

Address: 1140-1180 Plaza Dr.  
Schaumburg, IL 60173