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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/18/2018 12:30 PM PG: 1 OF 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**David J. O'Keefe**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**David J. O'Keefe**  
**Schain, Banks, Kenny & Schwartz, Ltd.**  
**70 W. Madison St., Ste. 5300**  
**Chicago, IL 60602**

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  
**AFM PROPERTIES, LLC**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**8908 S. Harlem Ave. Bridgeview IL 60455 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  
**BRIDGEVIEW BANK GROUP**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**4753 N. Broadway Chicago IL 60618 USA**

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

See Exhibits "A" and "B" attached hereto.

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:

S Y  
P 5  
S N  
SC Y  
INT B

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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

**AFM PROPERTIES, 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):

**See Exhibits "A" and "B" attached hereto.**

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:

**See Exhibit "B" attached hereto.**

17. MISCELLANEOUS:

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## EXHIBIT "A" TO FIXTURE FILING

**Debtor:**

**AFM PROPERTIES, LLC**  
8908 South Harlem Avenue  
Bridgeview, Illinois 60455

**Secured Party:**

**Bridgeview Bank Group**  
4753 N. Broadway  
Chicago, Illinois 60640

## COLLATERAL DESCRIPTION

All of Debtor's right, title and interest in and to the following described property, whether now owned or hereafter acquired, including but not limited to the following (collectively referred to as the "Premises"):

(a) The real estate legally described on Exhibit "B" attached hereto and all right, title and interest of Debtor therein (the "Real Estate") situated, lying and being in the Village of Bridgeview, County of Cook and State of Illinois;

(b) any after-acquired title or reversion in and to the beds of any vaults, streets, avenues, alleys and other passageways adjoining the Real Estate;

(c) all estates, appurtenances, tenements, easements, licenses, franchises, royalties and hereditaments, all gas, oil and mineral rights and privileges, all riparian, irrigation and drainage rights and privileges and all other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, relating to or benefiting the Real Estate;

(d) all of Debtor's interest and rights as seller in and to all purchase contracts or as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and all rents, issues, proceeds and profits accruing and to accrue from the Premises, whether payable pursuant to any present or future purchase contract or lease or otherwise growing out of any occupancy or use of the Premises (which are pledged primarily and on a parity with the Real Estate and not secondarily);

(e) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the Premises, any and all monies or other assets (including prepaid insurance policies) at any time on deposit with Secured Party or a depository designated by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Mortgage, Assignment of Rents and Leases and Security Agreement dated April 30, 2018, by Debtor in favor of Secured Party, as amended, modified or supplemented from time to time and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Premises;

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(f) all buildings and improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for the construction, reconstruction, alteration and repair of any such buildings and improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises; and

(g) all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

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## EXHIBIT "B" TO FIXTURE FILING

### LEGAL DESCRIPTION

#### PARCEL 1:

THE EAST 155 FEET OF BLOCK 6, TOGETHER WITH VACATED BELOIT AVENUE LYING EAST OF AND ADJACENT THERETO, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 85146498, IN FREDERICK H. BARTLETT' S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED FOR RAILROAD) OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

STREET ADDRESS: 7500-7508 W. 90TH ST. BRIDGEVIEW, IL  
PIN: 23-01-202-004-0000

#### PARCEL 2:

THE EAST 100 FEET OF THE NORTH 150 FEET OF BLOCK 9 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED FOR RAILROAD) OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

STREET ADDRESS: 9000-9002 S. BELOIT AVE., BRIDGEVIEW, IL  
PIN: 23-01-209-006-0000

#### PARCEL 3:

THE SOUTH 225 FEET OF BLOCK 9 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES (EXCEPT THE WEST 17 FEET CONVEYED FOR RAILROAD) OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

STREET ADDRESS: 9020-9028 S. BELOIT AVE., BRIDGEVIEW, IL  
PIN: 23-01-209-003-0000

#### PARCEL 4:

THE NORTH 150 FEET (EXCEPT THE EAST 100 FEET THEREOF) OF BLOCK 9, TOGETHER WITH ALL OF VACATED FERDINAND AVE. LYING WEST AND ADJOINING, FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD), IN COOK COUNTY, ILLINOIS

STREET ADDRESS: 7515-45 W. 90TH ST., BRIDGEVIEW, IL 60455  
PIN: 23-01-209-007-0000