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Doc# 1833117846 Fee \$48.00

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

1801688 3LFC 5087

RHSP FEE: \$9.00 RPRF FEE: \$1.00  
KAREN A. YARBROUGH  
COOK COUNTY RECORDER OF DEEDS  
DATE: 11/27/2018 02:37 PM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) 312-461-4329
B. E-MAIL CONTACT AT FILER (optional) jcunniff@mpslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  JULIE A. CUNNIFF MELTZER, PURTILL & STELLE LLC 300 SOUTH WACKER DRIVE, SUITE 2300 CHICAGO, ILLINOIS 60606

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 APA REAL ESTATE HOLDINGS LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7401 S. 78TH AVENUE, SUITE 100F	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 VILLAGE BANK & TRUST				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1545 ELLINWOOD AVENUE	DES PLAINES	IL	60016	USA

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

ALL THAT CERTAIN PROPERTY LEGALLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND THE COLLATERAL DESCRIBED ON EXHIBIT B ATTACHED HERETO

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:  
34706-004 - COOK COUNTY RECORDER OF DEEDS

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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

**APA REAL ESTATE HOLDINGS 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

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:

**See Exhibit A**

17. MISCELLANEOUS:

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## EXHIBIT "A" TO UCC

**DEBTOR:** APA REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company

**SECURED PARTY:** VILLAGE BANK & TRUST

This FINANCING STATEMENT covers the following described real estate:

### PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14 AT A POINT WHICH IS 393.65 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 565.24 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, THE EASTERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 1220.29 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 608.28 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 57.58 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 461.96 FEET, A DISTANCE OF 486.02 FEET TO A POINT WHICH IS 401.14 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 674.25 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 448.41 FEET TO AN INTERSECTION WITH A LINE WHICH EXTENDS NORTHWARDLY FROM A POINT WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO A POINT WHICH IS 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 289.30 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED MARCH 6, 1963 AS DOCUMENT 18736758; THENCE WESTWARDLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 69.89 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 729.45 FEET TO A POINT WHICH IS 120.00 FEET EASTERLY FROM THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE (EXTENDED SOUTHWESTWARDLY) WITH THE WEST LINE OF SAID SOUTHWEST 1/4; AND THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 147.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE GRANT OF EASEMENT FROM NORTHERN ILLINOIS GAS COMPANY TO A.E. STALEY MANUFACTURING COMPANY RECORDED MARCH 6, 1963 AS DOCUMENT 18736259 AND FILED AS LR2080370 FOR CONSTRUCTION, OPERATION, RECONSTRUCTION, REPAIR, MAINTENANCE AND USE OF TWO (2) PUBLIC OR PRIVATE ROAD CROSSINGS, 30.00 FEET IN WIDTH OVER THE FOLLOWING DESCRIBED LAND, PROVIDED THAT SUCH ROADS BE LOCATED AND CONSTRUCTED AT SUBSTANTIALLY RIGHT ANGLES TO SAG-LEMONT ROAD (ALSO KNOWN AS CHICAGO-JOLIET ROAD): THE NORTHERLY 87.50 FEET OF THE SOUTHERLY 120.50 FEET (BOTH MEASUREMENTS BEING PERPENDICULAR TO THE CENTERLINE OF THE SAG-LEMONT ROAD ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) OF THE WEST 428.00 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF THE SAG-LEMONT ROAD, ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD; ALSO, A

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TRIANGULAR SHAPED PARCEL OF LAND IN SAID SOUTHWEST 1/4, LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT 120.00 FEET NORTH OF THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET, WHICH POINT IS 120.00 FEET NORTHEASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4, AS MEASURED ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET; ALSO, THE SOUTHERLY 120.50 FEET (AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINES) OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE CHICAGO AND JOLIET ROAD, WITH THE EAST LINE OF THE WEST 438.00 FEET OF SAID SOUTHWEST 1/4, WHICH POINT IS 259.72 FEET NORTH (MEASURED PERPENDICULARLY) FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 438.00 FEET, A DISTANCE OF 842.55 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILWAY COMPANY (FORMERLY THE CHICAGO AND JETON RAILROAD) AS THE SAME WAS THEN LOCATED; THENCE NORTHEASTWARDLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 339.82 FEET TO A POINT WHICH IS 749.98 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1236.21 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY, A DISTANCE OF 882.35 FEET TO A POINT ON SAID CENTERLINE OF THE CHICAGO JOLIET ROAD, WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTWARDLY ALONG SAID CENTERLINE OF ROAD, A DISTANCE OF 71.77 FEET TO A POINT WHICH IS 843.90 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 362.51 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4 AND THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID CENTERLINE OF ROAD, A DISTANCE OF 418.97 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS GRANTED BY GRANT OF ROADWAY EASEMENT RECORDED DECEMBER 11, 1962 AS DOCUMENT 18669216 BY NORTH AMERICAN CAR CORPORATION TO A.E. STALEY MANUFACTURING COMPANY, ITS SUCCESSORS AND ASSIGNS, IN COMMON WITH NORTH AMERICAN AND ALL OTHERS HAVING A LIKE RIGHT TO PASS AND REPASS ALONG THAT PORTION OF THE THEN EXISTING PRIVATE ROAD LOCATED ON THE SERVIENT TENEMENT KNOWN AS THE "MALEY ROAD", WHICH LIES EASTERLY OF THE DOMINANT TENEMENT FOR INGRESS THERETO FROM THE LEMONT SAG ROAD (ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) AND EGRESS FROM THE DOMINANT TENEMENT TO SAID ROAD, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF LOT 3 IN PEW'S DIVISION, A PART OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: THE EAST 20.00 FEET OF LOT 3, MEASURED PERPENDICULAR TO THE EAST LINE THEREOF, LYING SOUTH OF A LINE DRAWN 25.00 FEET SOUTHEASTERLY, MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTHERLY LINE OF LOT 3, SAID PART LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF G M AND O RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

Address: 13555 Main Street, Lemont, Cook County, Illinois 60439  
 PIN: 22-14-300-035-0000; 22-15-200-012-0000

15

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## EXHIBIT "B" TO UCC

**DEBTOR:** APA REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company

**SECURED PARTY:** VILLAGE BANK & TRUST

This FINANCING STATEMENT covers the following described collateral:

(a) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements");

(b) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;

(c) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State wherein the Premises are located (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Debtor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Debtor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

(d) All interest of the Debtor in all leases now or hereafter on the Premises, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;

(e) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Lender, as a Secured Party, and the Debtor, as Debtor, all in accordance with the Code;

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(f) All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(g) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Premises; and

(h) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage and Security Agreement recorded contemporaneously herewith (the "*Security Instrument*") covering the fee estate of Debtor in the Property (as defined in the Security Instrument) and intended to be duly recorded in the county in which the Property is located. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Security Instrument.