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STATE OF ILLINOIS

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 6" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)
 American National Bank and Trust Co.
 of Chicago, a/t/u/t/a/d 4/15/94
 a/k/a/t/n 118168-08
 33 North LaSalle Street
 Chicago, Illinois 60601

Secured Party(ies) and address(es)
 Continental Bank, N.A.
 221 South LaSalle Street
 Chicago, Illinois 60697

For Filing Officer
 (Date, Time, Number, and Filing Office)
94439876

DEPT-01 RECORDING
 7:33:33 AM
 6614
 TRAN 9387 05/17/94 10:49:00
 # ER *94-439876
 COOK COUNTY RECORDER

1. This financing statement covers the following types (or items) of property:

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed (at all times) that the warranties, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation or agreement of the Trustee in this instrument. (The above timber is standing on . . .) (Strike what is inapplicable)

See Additional Pages 1 and 2

2. (If collateral is crops) The above described crops are to become fixtures on (The above timber is standing on . . .) (Strike what is inapplicable)

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on . . .) (Strike what is inapplicable)

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest in record)

The name of a record owner is

Products of Collateral are also covered.

2 Additional sheets presented.

X Filed with Recorder's Office of Cook County, Illinois.

American National Bank and Trust Company of Chicago, as Trustee aforesaid

By: [Signature] 2ND VP
 Signature of (Debtor)

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ADDITIONAL PAGE 1 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 3 TO 10 AND LOT 40 IN BLOCK 3 IN W. F. DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 OF BLOCK 14 OF SHEFFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTIONS 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2100 NORTH SOUTHPORT, CHICAGO, ILLINOIS

PERMANENT INDEX NO.:

14 32 123 029
14 32 123 032
14 32 123 033
14 32 123 034
14 32 123 035

LAW OFFICES OF
SCHMIDT, FERRIS & BURNETT, LTD.
SINCE 1919
222 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601-1102



94439876

2750
BANK

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NO OFFICE OF
LAW OFFICES OF
SCHEINER, BURNETT & JEROME, P.C.
OFFICE 1100
1100 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60610-1100

RECORDED

ADDITIONAL PAGE 2 OF 2

EXHIBIT B
DESCRIPTION OF COLLATERAL

All machinery, fixtures, furniture, heating and air-conditioning equipment, electrical equipment and other articles, equipment, personal property and fixtures of every kind and nature and all building materials (whether or not affixed) and all replacements and renewals of all or any of the foregoing, now or hereafter owned by Debtor and located at or used or useful in connection with the operation of the real estate described in Exhibit A hereto (the "Real Estate"), or used or useful in connection with the renting or maintenance of the Real Estate or intended to be incorporated in the improvements upon the Real Estate, but excepting tenants' trade fixtures, furnishings, and possessions. All "Collateral" as defined in the security agreement contained in the Mortgage, Assignment of Leases and Rents and Security Agreement dated April 13, 1994, from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated April 15, 1994 and known as Trust Number 118168-08, and 2100 Cabrini Limited Partnership, an Illinois limited partnership, the beneficiary of such trust, encumbering the Real Estate to Continental Bank N.A.

Any and all revenues, receivables, income and accounts now owned or at any time acquired and arising from, out of or in connection with the Real Estate and the businesses and operations conducted on the Real Estate.

[Any and all goods, tangible and intangible, personal property of any kind, nature or description (including without limitation, any and all accounts, contract rights, franchises, licenses, permits, documents, instruments and general intangibles) of Debtor, whether now owned or hereafter acquired, or in which Debtor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise), and any and all replacements and substitutions thereof or therefor, arising from or out of the Real Estate.]

Any monies on deposit for the payment of real estate taxes or special assessments against the Real Estate, or for the payment of premiums on policies of fire or other hazard insurance covering the collateral described herein or the Real Estate and all proceeds of any award or claims for damages for any of the collateral described herein or the Real Estate taken or damaged under the power of eminent domain, by condemnation or due to casualty loss, and all rents, issues and profits of and from the Real Estate.

The entire beneficial interest under a certain Trust Agreement dated April 15, 1994 and known as Trust Number 118168-08 of which American National Bank and Trust Company of Chicago is Trustee, and all of the rights, powers and privileges of the beneficiaries thereunder. All proceeds of the foregoing collateral, including, without limitation, insurance loss proceeds and all proceeds from rentals, mortgages, sales, conveyances and any other disposition.

Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing.

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