

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 8" 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, inventories, 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)  
 Eric Rubenstein  
 6018 N. Winthrop Avenue  
 Chicago, Illinois 60660

Secured Party(ies) and address(es)  
 Comerica Bank-Illinois  
 10101 West Grand  
 Franklin Park, Illinois 60131  
 Attn: LDRU/CREO #5824 KAITSON

FILING OFFICER  
 (Date, Time, Month, and Filing Office)  
 330  
 PROPERTY OF Cook County Clerk's Office  
 RESPONSE OF SECURED PARTY  
 95742880

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

See attached Exhibit 3 and made a part hereof.

2. (If collateral is crops) The above described crops are growing or are to be grown on:

(Describe Real Estate)  
 that collateral described in Exhibit '3' attached hereto  
 and made a part hereof stored, located or used on or about  
 the real estate described in Exhibit

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on ) (The above minerals or the site (including oil and gas.)  
 or accounts will be financed at the wellhead or minehead of the well or mine located on (State what is applicable) (Describe Real Estate)

'2' attached hereto and made a part hereof.

See attached Exhibit 2 and made a part hereof.

and this financing statement is to be filed in the real estate records (if the debtor does not have an interest of record)  
 The name of a record owner is

95742880

1155148-2

4.  Products of Collateral are also covered

3 Additional sheets presented.

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

BY   
 Signature of (Debtor)  
 Eric Rubenstein (Secured Party)\*

\*Signature of Debtor Required in Most Cases:  
 Signature of Secured Party in Cases Covered By UCC 9-402 (2)

FILING OFFICER COPY — ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

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## EXHIBIT 2

### LEGAL DESCRIPTION

#### PARCEL ONE:

LOT 11 IN BLOCK 2 IN W.W. MARCY'S RESUBDIVISION OF PARTS OF ROBERTSON'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF GRAND AVENUE AND EAST OF THE WEST 25.60 CHAINS IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT OF SAID MARCY'S RESUBDIVISION RECORDED JULY 31, 1911 AS DOCUMENT NO. 4803483, IN COOK COUNTY, ILLINOIS.

#### PARCEL TWO:

LOT 6 IN BLOCK 13 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1,320 FEET OF THE SOUTH 1,913 FEET THEREON AND THE RIGHT OF WAY OF THE CHICAGO EVANSTON AND LAKE SUPERIOR RAILROAD) IN COOK COUNTY, ILLINOIS.

#### COMMON ADDRESS:

4816 W. St. Paul Avenue  
Chicago, Illinois 60639 (Parcel One)  
PIN: 13-33-414-045-0000

6018 N. Winthrop Avenue  
Chicago, Illinois 60660 (Parcel Two)  
PIN: 14-05-212-019-0000



RETURN TO:  
LEXIS Document Services  
135 S. LaSalle, Ste 2054  
Chicago, IL 60603

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## EXHIBIT 3

Mortgagor/Debtor: 4816 W. St. Paul Corporation, an Illinois Corporation (as to Parcel One) and Eric Rubenstein (as to Parcel Two)

Secured Party: Comerica Bank-Illinois

### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Mortgagor/Debtor (hereinafter referred to from time to time as "Debtor") or in which the Mortgagor/Debtor may now or at any time hereafter have any interest or rights, together with all of Mortgagor/Debtor's rights, title and interest therein and thereto:

1. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings located on or affixed to, attached to, incorporated in, or placed upon the "Premises" (as described in Exhibit 2) or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.

2. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.

3. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered by Debtor or Trustee, including any subcontracts, material supply contracts, and including all of Debtor's or Trustee's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to non-performance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor or Trustee and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the buildings and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

4. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's or Trustee's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor or Trustee in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's or Trustee's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

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5. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.

6. All proceeds of or any payments due to or for the account of Debtor or Trustee under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor or Trustee on or with respect to any such policies or agreements.

7. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the property or any building or improvement now or hereafter located on the Property.

8. All proceeds of, substitutions and replacements for accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items) chattel paper, security agreements, documents of title and all other documents and instruments.

A:DESCOLLEO

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