

This STATEMENT is presented to a filing officer of Illinois pursuant to the Uniform Commercial Code (Article 9) for filing (Date, Time, Number, and Filing Office)

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1. Debtor(s) (Last Name First) and address:
United Home of Illinois, Inc.
c/o United Homes
2100 Golf Road, Ste 110
Rolling Meadows, IL

Savings
6700 W. North Avenue
Chicago, IL 60635
Attn: Portfolio Analysis Dept.

95094579

1. This financing statement covers the following types (or items) of property:
The property described in Rider A attached hereto which is described on the real estate described in Exhibit A attached hereto.

ASSIGNEE OF SECURED PARTY

DEPT OF RECORDING 937.00

1995 FEB 02/02/95 11:41:00

95-094579

2. 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

Steel City National Bank of Chicago, N.A., as trustee under Trust No. _____

3. Products of Collateral are also covered.
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
United Home of Illinois, Inc.

4. Additional sheets presented
X Filed with Recorder's Office of Cook County, Illinois.

By: *[Signature]*
Signature of Debtor

Loan No. 21-91-101301-6

By: _____
(Secured Party)

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2 - REV. 7-71

*Signature of Debtor Required in Most Cases.
Signature of Secured Party in Cases Covered by UCCs 9-402(2).

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

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Loan No. 21-91-101103-0

Rider A to Financing Statement

Debtor:

United Homes of Illinois, Inc.
c/o United Homes
2100 Golf Rd, Ste 110
Rolling Meadows, IL

Secured Party:

St. Paul Federal Bank
For Savings
6700 West North Avenue
Chicago, Illinois 60635

Collateral. For purposes of this Financing Statement, the term "Collateral" means and includes all of the following now or hereafter owned by Debtor or in which Debtor may now or at anytime hereafter have any interest or rights:

(1) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the real estate described on Exhibit A attached hereto (together with all easements, rights, hereditaments and any other rights appertaining to such real estate collectively referred to herein as the "Real Estate"), together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is referred to collectively as the "Improvements");

(2) Personalty. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind or character now or hereafter owned by Debtor and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate, any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate for the convenience of any guests, tenants, licensees or invitees of Debtor, all regardless of whether located on the Real Estate or located

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elsewhere for purposes of fabrication, storage or otherwise including (without limitation) all rights under and to any escrow account(s) established and maintained pursuant hereto and/or pursuant to any Related Agreement, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned (all of the foregoing is referred to collectively as the "Personalty");

(3) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Real Estate, the Improvements and/or the Personalty and all accounts (including without limitation accounts receivable, all escrows or accounts formed for the payment of real estate taxes and/or insurance premiums), contract rights (including without limitation all rights as seller or borrower under an contract, understanding or arrangement for the sale or borrowing on the security of the Collateral or any part thereof), instruments, chattel paper, choses in action, judgments, insurance proceeds, awards of damages and settlements of any kind or nature which may in any way result from or relate to all of any portion of the Collateral, all compensation, awards, and claims or on account of any damage or taking, pursuant to the power of eminent domain, of the Collateral or any part thereof or on account of the alteration of the grad of any street or highway on or about the Real Estate, and all other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Debtor related to the Real Estate, the Improvements and/or the Personalty (all of the foregoing is referred to collectively as the "Intangibles");

(4) Leases and Rents. All (i) rights of Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter (all of the foregoing is referred to collectively as the "Leases"), whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Collateral or any part thereof; and (ii) rents, issues, income, profits, royalties, security deposits, benefits, avails, advantages and claims derived, possessed or owned by Debtor directly or indirectly from such Leases and/or the Real Estate, the Improvements, the Personalty and/or the Intangibles (all of the foregoing is referred to collectively as the "Rents");

(5) Construction Documents. All rights of Debtor to the Construction Documents (as defined in the Loan Agreement between debtor and secured party), and any other plans and specifications, designs, drawings and other matters prepared for the Construction (as defined in the Loan Agreement between debtor

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and secured party) and any other construction on the Real Estate and all rights of Debtor under any contracts executed by Debtor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoing is referred to collectively as the "General Construction Documents");

(6) Proceeds. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Estate, Improvements, Personalty, Intangibles, Leases, Rents or General Construction Documents;

(7) Other Property. All other property or rights of Debtor of any kind or character related to the Real Estate, the Improvements, the Personalty or the Intangibles; and

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EXHIBIT A

Description of the Land

PARCEL 1:

LOTS 9 AND 17 IN BLOCK 2 OF THE ODYSSEY CLUB PHASE I, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ODYSSEY CLUB ESTATE HOMES RECORDED DECEMBER 2, 1992 AS DOCUMENT 92901952 AND AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 93146034; DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENVIEW TOWNHOMES AT THE ODYSSEY CLUB RECORDED DECEMBER 2, 1992 AS DOCUMENT 92901951 AND AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 93146035; DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY TOWNHOMES AT THE ODYSSEY CLUB RECORDED DECEMBER 2, 1992 AS DOCUMENT 92901949 AND AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 93149960; AND THE UMBRELLA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ODYSSEY CLUB RECORDED DECEMBER 2, 1992 AS DOCUMENT 92901950 AND AS AMENDED BY INSTRUMENT RECORDED AS DOCUMENT 93149961, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Address

6 Messina Court, Tinley Park, Illinois
18 Odyssey Drive, Tinley Park, Illinois

Property Index Numbers

31-07-405-009
31-07-405-017

Mail To:

Valerie Haugh
St. Paul Federal Bank For Savings
6700 W. North Avenue
Chicago, IL 60635

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