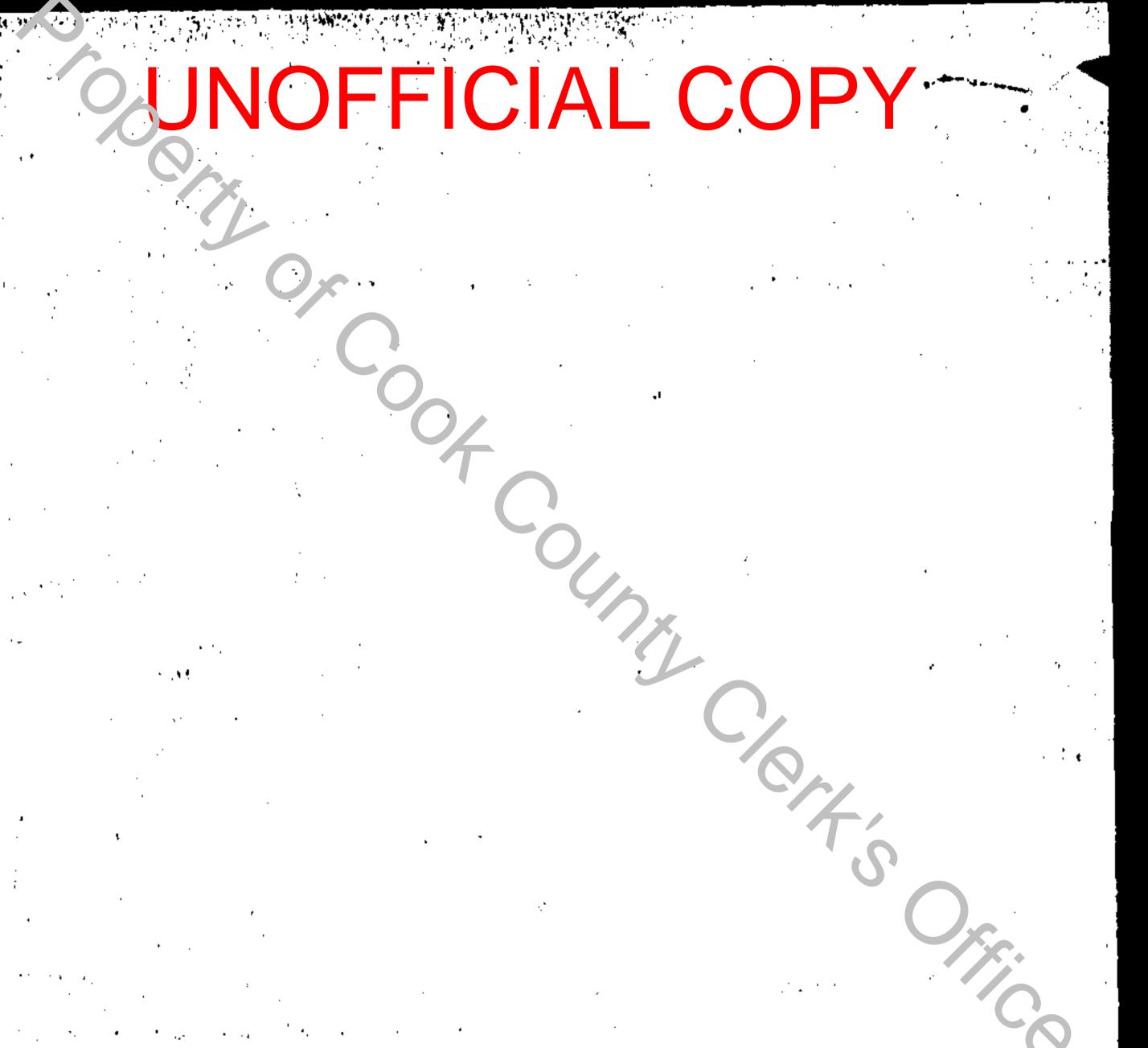
9207 Boulth May	ACE ROLL	MIDLAND LOAN SERVOCES , 210 West Tenth Street,	· · · · · · · · · · · · · · · · · · ·	
Race Tikiton	Windy 60010 AN	Kansas City, Misnouri		
This financing	statement covers the following	ig types (or items) of property:	ASSIGNEE OF	SECURED PARTY
_	\ attached hereto and in	corporated herein by this	}	
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	579470036 51 001 1996		 	}
	Cook County Recorder	27.03		
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" (it colleters) is clo	bi) the moose described crobs w	re growing or are to be grown on: (E	And Man Phierry	
. (If applicable) Th	e above goods are to become fix	tures on [The above timber is stand	ing on The above min	orals or the like (including oil and
GAA GUNINIT F	l attached bucoto.	inchest of the well or mine located	T'	• .
		al estate records. (If the debter does	not have an interest of feco	ta) The willia of # lecote owier of
. Products of Coll	ateral are also covered.	· 	I Fo	
	onal sheets presented	BARRING	SON STACE, ALC	
	ith Recorder's Office of Cook	County, Illinois. By:	Signature	F-(L)eblor)
*1. 4 -		Ву:		
<i>.</i>		1	(Socured)	
•		IABETICAL Day 2/25	ignature of Debtor Required in Mosi	(Ceses)
FILING	OFFICER COPY - ALPH	1406 11044 1466 1112 3	illustrate or Secrisor Lastik to Cases	Covered By UCC 19-407 (2).



his STATEMENT is presented to a filing officer for filing pursuant to the U	Number, and Filing Office)	
Debtor(a) Last Name) and address(es) Secured Purty(MIDLAND, LOAN 210 West Tent	SERVICES, L.P. h Street, Sixth Floor Missouri 64105	
This financing statement covers the following types (or items) of	property: ASSIG	NEE OF SECURED PARTY
See Exhibit A attached hereto and incorporated herein		-
Februaries 95119054 Page 1 of 80		
Cook County Recorder 37.03	Or Coop	
(if collateral is crops) The above described crops are growing or are to be g	grown on: (Describe Real Esta	te)
(if applicable) The above goods are to become fixtures on [The above times) accounts will be financed at the weithead or minehead of the well or the See Exhibit B attached hereto. and this financing statement is to be filed in the real estate records. (If the	William the many of the Co.	
Products of Colinteral are also covered.	1 / 1 - 1	
Additional sheets presented X Filed with Recorder's Office of Cook County, Illinois.	BARRINGION PLACE, LL	Signature of (Debtor)
	By:	(Secured Party)*
FILING OFFICER COPY - ALPHABETICAL Rev.	3/75 Signature of Debics Re Signature of Secured P	pulled in Most Cases; arty in Cases Covered By UCC \$9.402 (?)

This form of linencing statement is approved by the Secretary of Stale.



UNOFFICIAL COPY 19054 Fage 1 of

Debter:

BARRINGTON PLACE, LLC

VENG ROLDS VINGOS ROLDS SEG BRIVIN MATRICOLD BOOMS

18-1 Dundee Rd. Barrington, IL 6001

Attn: Kirk Hardy

Secured Party:

MIDLAND LOAN SERVICES, L.P. 210 West Tenth Street, Sixth Floor Kansas City, Missouri 84105 6411 ---

Collateral Description:

Debtor hereby Irrevocably deeds, mortgages, gives, grants, bargains, sells, aliens, enfectls, conveys, confirms, pledges, assigns, grants a security interest in, and hypothecates to Secured Party, its successors and assigns, with the right to entry and possession, all of its estate, right, title and interest in, to, and under any and all of the following described property (collectively the "Mortgaged Property"), whether now owned or held or hereafter acquired:

- (a) The buildings, structures, tixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements the "improvements") now or hereafter located on the real property described in Exhibit B attached hereto (the "Promises");
- All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditariants and appurtenances of any nature whatsoever, in any way bolonging, relating or pertaining to the Premises and the improvements exti the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened c. proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Dibtor of, in and to the Premises and the improvements and every part and parcet thereof, with the appurtenances thereto;
- (c) All machinery, equipment, fixtures or studing but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), building equipment, motorials and supplies, and other property of every kind and nature, whether tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the improvements (hereinafter contactively called the "Equipment"), including the proceeds of any sale or transfer of the foregoing, and, without limiting the generality of the foregoing, if any such Equipment is subject to any prior security interest or prior security agreement (as such terms are defined in the Uniform Commercial Code, as adopted and enacted in the State or States in which any of the Mortgaged Property is located), then the Mortgaged Property shall include all of the right, title and interest of Debtor in and to any such Equipment, together with air deposits and payments now or hereafter made by Debtor with respect to such Equipment;
- (d) All awards, payments or compensation, including interest thereon, herefore or hereafter made with respect to the Mortgaged Property for any injury or decrease in the value of the Mortgaged Property remised to any exercise of the right of eminent domain or condemnation (including without limitation, any transfer made in lieu of or in writingation of the exercise of said rights or for a change of grade);
- All leases, reciprocal easement agreements, and other agreements and arrangements "lifecting the use, enjoyment or occupancy of, or the conduct of any activity upon or at the Premises and the Improvements herefore or herealter entered into (the "Leases"), all income, rents (including, without limitation, all percentage rents), issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Mortgaged Property (the "Bants") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the debt of Debtor;
- (f) All proceeds of, and any unearned premiums on, any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;
- (g) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the Interest of Secured Party In the Mortgaged Property; and
- (h) all property management agreements now or hereafter entered into with any person or entity providing management services to the Mortgaged Property, service contracts, common area agreements, ticenses, permits, construction warranties and other contracts, agreements and instruments relating to the Mortgaged Property (including, without limitation, agreements pursuant to which Borrower acquired any of the Mortgaged Property, and including any security or indemnities given in connection therewith), security deposits, royalties, refunds, expense relimbursements, reserve or escrow deposits or accounts related to the Mortgaged Property or any Lease and all documents relating to each of the foregoing.

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EXHIBIT B

Debtor:

BARRINGTON PLACE, LLC

920/SouthWhiteleyh/Adaph

Vake Forest/ Minois 60045 Aith: Kirk Hardy

18-1 E. Dundee Rd. Barrington, IL 60010

Secured Party:

MIDLAND LOAN SERVICES, L.P. 210 West Tenth Street, Sixth Floor Kansas City, Missouri 64105

The real property situated in the County of Cook, State of Illinois, described as follows:

THE EAST 20 RODS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Street Address:

18 E. Dundee Road, Barungion, Illinois

12-301-COUNTY CORPY & OFFICE Permanent Tax Index Numbers: 01-12-301-003: 01-12-301-006

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	130	stinglon br	ACE, LLC.		
By: Print Name: ATAK W HARDY Title: MANAGER OFFICE OFFIC	a Dulay	com Cinited Cicl	ulity large	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
Print Name: Misk to Hardy Title: Mana + & R	Deri	Visite	\mathcal{D}_{α}	j	
Title: MANNER OCOLONIA Clarks Office	Print Nam	e: NAK WHA	KOY		
Opening Of County Clerk's Offic	Title:	MANAFER			
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