

UNOFFICIAL COPY

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional) B. FILING OFFICE ACCT. # (optional) C. RETURN COPY TO: (Name and Mailing Address) Midland Loan Services, Inc. 210 West 10th Street 6th Floor Kansas City, MO 64105 Loan #: 94-0910629

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5060/0045 21 001 Page 1 of 5 1999-05-14 15:08:33 Cook County Recorder 29.50



D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Century Associates, L.L.C., an Illinois Limited Liability company OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 1c. MAILING ADDRESS 550 Newport Center Drive, Suite 100 New Port Beach CA USA 92660 1d. S.S. OR TAX I.D.# 36-4097340 1e. TYPE OF ENTITY OPTIONAL ADD'NL INFO RE ENTITY DEBTOR 1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 1g. ENTITY'S ORGANIZATIONAL I.D.#, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 2c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE 2d. S.S. OR TAX I.D.# 2e. TYPE OF ENTITY OPTIONAL ADD'NL INFO RE ENTITY DEBTOR 2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2g. ENTITY'S ORGANIZATIONAL I.D.#, if any NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME Midland Loan Services, Inc. OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 3c. MAILING ADDRESS 210 West 10th Street, 6th Floor Kansas City MO USA 64105

4. This FINANCING STATEMENT covers the following types or items of property:

See Exhibits A and B attached hereto and incorporated herein by reference.

5. CHECK BOX This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required) 7. If filed in Florida (check one) Documentary stamp tax paid Documentary stamp tax not applicable 6. REQUIRED SIGNATURE(S) See Schedule I attached hereto B. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

# UNOFFICIAL COPY

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1999-08-14 10:18:51

Property of Cook County Clerk's Office

EXHIBIT A

Debtor: CENTURY ASSOCIATES, L.L.C.  
550 Newport Center Drive, Suite 160  
Newport Beach, California 92660

Secured Party: MIDLAND LOAN SERVICES, INC.  
210 West 10th Street, Sixth Floor  
Kansas City, Missouri 64105

Collateral Description:

Debtor hereby irrevocably deeds, mortgages, gives, grants, bargains, sells, aliens, enfeoffs, 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, fixtures, 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 "Premises");

(b) 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, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or 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 Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) All machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), building equipment, materials 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 collectively 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 all deposits and payments now or hereafter made by Debtor with respect to such Equipment;

(d) All awards, payments or compensation, including interest thereon, heretofore or hereafter made with respect to the Mortgaged Property for any injury or decrease in the value of the Mortgaged Property related to any exercise of the right of eminent domain or condemnation (including without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights or for a change of grade);

(e) All leases, reciprocal easement agreements, and other agreements and arrangements affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or at the Premises and the Improvements heretofore or hereafter 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 "Rents") 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, licenses, 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 reimbursements, reserve or escrow deposits or accounts related to the Mortgaged Property or any Lease and all documents relating to each of the foregoing.

EXHIBIT B

Debtor: CENTURY ASSOCIATES, L.L.C.  
550 Newport Center Drive, Suite 160  
Newport Beach, California 92660

Secured Party: MIDLAND LOAN SERVICES, INC.  
210 West 10th Street, Sixth Floor  
Kansas City, Missouri 64105

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

That part of the North 1/2 of the West 1/2 of the NorthWest 1/4 of the Southwest 1/4 lying South of that part thereof conveyed to the Blue Island Railroad Company by Warranty Deeds recorded June 17, 1892 in Book 57 Page 335, as Document Number 1685825 and in Book 3912 Page 229 as Document Number 1685826 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, except the West 33 feet thereof, in Cook County, Illinois.

Street Address: Century Mobile Home Park, 12357 S. Ashland Avenue, Calumet Park, Illinois 60643

Property Tax Identification Number: 25-29-300-004-0000 and 25-29-300-005-0000

PROPERTY OF COOK COUNTY CLERK'S OFFICE

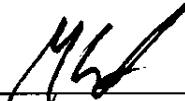


SCHEDULE I

DEBTOR:

CENTURY ASSOCIATES, L.L.C.,  
an Illinois limited liability company

By:   
Lee M. Kort, Member

By:   
Michael H. Scott, Member

Property of Cook County Clerk's Office