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Debtor(s) (Last Name First) and address(es)
GRAND PLAZA, LLC, and its
permitted successors and Assigns
c/o Magellan Development
Group, Ltd.
One West Superior St., Ste.200
Chicago, Illinois 60610

Secured Party(ies) and address(es)
BANK OF AMERICA, N.A., as Agent
231 South LaSalle Street
Chicago, Illinois
Attention: Bradley Gordon

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

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2000-10-03 15:05:03

Cook County Recorder 29.50

1. This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto and incorporated herein.

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

3. (If applicable) The above goods are to become fixtures on ~~[The above timber is standing on ...]~~ ~~[The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minhead of the well (or mine located on ...)]~~ (Strike what is inapplicable)-(Describe Real Estate)
See Exhibit B attached hereto and incorporated herein.

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

JC(2) N 980007A
Cash Co., J

4. Products of Collateral are also covered.

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

GRAND PLAZA, LLC
By: See Signature Page Attached Hereto
Signature of (Debtor)
(Secured Party)*

(1) FILING OFFICER COPY - ALPHABETICAL

RD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-2—REV. 4-73

*Signature of Debtor Required In Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

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

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SIGNATURE PAGE TO UCC-1 FINANCING STATEMENT

DEBTOR: GRAND PLAZA, LLC, and its permitted successors and assigns

SECURED PARTY: BANK OF AMERICA, N.A., as agent

GRAND PLAZA, LLC, an Illinois limited liability company

By: Grand Plaza Mezzanine, LLC, a Delaware limited liability company, ~~its sole member~~

By: CB³ LLC, a Delaware limited liability company, member

[Handwritten signature]

By: _____

Name: Joel Carlins

Title: Manager

Property of Cook County Clerk's Office

**Prepared By and After
Recording Return to:**

Mark C. Simon, Esq.
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606



SECURED PARTY: BANK OF AMERICA, N.A., as Agent

EXHIBIT A

COLLATERAL DESCRIPTION

The following rights, interests and properties, and all rights, estates, powers and privileges in and to the following, including personal property and fixtures, relating to the real property being legally described on Exhibit A attached hereto (the "Land"):

(i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests (a) being herein sometimes collectively called the "Premises"), (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land); (c) all of Debtor's rights, whether now owned or hereafter acquired, with respect to the following: (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the secured indebtedness), insurance policies, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories; (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; and (viii) any interest rate protection agreements now or hereafter entered into by Debtor; and (d) all (i) proceeds (cash or non-cash) of or arising from the properties, rights, titles and interests referred to above, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter

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EXHIBIT A TO UCC COLLATERAL DESCRIPTION

DEBTOR: GRAND PLAZA, LLC, and its permitted successors and assigns

SECURED PARTY: BANK OF AMERICA, N.A., as Agent

acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate; TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Property"), unto the Secured Party, on behalf of the lenders, and their respective successors and assigns, forever, to secure the obligations of Debtor under the notes and loan documents and all other secured indebtedness.

Property of Cook County Clerk's Office

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EXHIBIT B

Legal Description

ALL OF BLOCK 25 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO

ALL OF BLOCK 16 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO