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PREPARED BY AND WHEN  
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CT CORPORATION SYSTEM  
Attn: Tara Li Casino  
1350 Tread Blvd, Suite 100  
Walnut Creek, CA 94596-2133  
(800) 874-8820

## FINANCING STATEMENT

2424866-16

**THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER  
FOR FILING UNDER THE UNIFORM COMMERCIAL CODE.**

<b>DEBTOR'S NAME AND MAILING ADDRESS:</b>	MFI Partners, L.P. 1001 Pennsylvania Avenue, N.W. Suite 220 South Washington, D.C. 20004 Federal Tax ID No. 52-1881239
<b>SECURED PARTY'S NAME AND MAILING ADDRESS:</b>	Credit Lyonnais New York Branch, as Agent Credit Lyonnais Building 1301 Avenue of the Americas New York, NY 10019
<b>FOR FILING OFFICER:</b>	Cook County, Illinois

**THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF  
PROPERTY AND INTERESTS (THE "COLLATERAL"):**

See *Annex 1* attached hereto and made a part hereof.  
The above goods may become fixtures on the land described on Exhibit A attached hereto.

See *Schedule A* attached hereto and made a part hereof for signature of Secured Party.

**THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF DEBTOR  
TO PERFECT A SECURITY INTEREST IN COLLATERAL AS TO WHICH A FILING HAS  
LAPSED. DATE FILED 08/23/94 AND PREVIOUS UCC-1 NUMBER 94-U12611.**

Cook County Recorder  
2000-11-15 10:41:06  
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## ANNEX 1

All of Debtor's right, title, and interest in and to any and all of the present and future property, items, and interests described below, now owned or hereafter acquired by Debtor and now or hereafter attached to, situated in, on, or about, used in or about, or arising in connection with the Land (herein so called) more particularly described on Exhibit A attached hereto and the Improvements (herein so called) thereon (the Land and Improvements are hereinafter sometimes referred to as the "Real Estate"):

(i) All fixtures, building materials, machinery, equipment, furniture, furnishings, inventory, and personal property, and all renewals, replacements and substitutions thereof and additions thereto (all property described or referred to in this subsection (i) being hereinafter sometimes called the "Personal Property");

(ii) All portions of the Personal Property which are either fixtures or personal property, tangible or intangible;

(iii) All revenues, receipts, income, accounts, accounts receivable and other receivables arising under, out of, in connection with or related to the Real Estate and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended; all liquidated damages following defaults under any lease; all proceeds payable under any policy of insurance covering loss of rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables and other benefits; and any and all other rights which Debtor may have against any lessee or against any other person under or in connection with any lease;

(iv) All building materials and equipment, machinery, and other items of personal property of any kind or character now or hereafter related to, situated upon or used, or acquired for use, upon or in connection with any part of the Real Estate;

(v) All accounts, inventory, instruments, chattel paper, documents, consumer goods, insurance proceeds, leases, contract rights, and general

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intangibles now, or hereafter related to, any of the Real Estate and the Personal Property, including, without limitation, the following:

(A) All contracts now or hereafter entered into by and between Debtor, as owner, and any contractor, or any other party, as well as all right, title, and interest of Debtor in, to, and under any subcontracts, providing for the construction (original, restorative or otherwise) of any of the Improvements, and of any other buildings, structures, or improvements to or on the Real Estate (or any part thereof), or the furnishing of any materials, supplies, equipment, or labor in connection with any such construction;

(B) All of the plans, specifications, and drawings (including, without limitation, plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Real Estate;

(C) All agreements now or hereafter entered into with any party with respect to architectural, engineering, management, brokerage, promotional, marketing, or consulting services rendered or to be rendered, with respect to the planning, design, inspection, or supervision of the construction, development, management, marketing, promotion, leasing, operation, or sale of any of the Real Estate and including, without limitation, the Approved Management Agreements;

(D) To the extent assignable, all commitments (and the proceeds therefrom) issued by any lenders or investors to finance or invest in any of the Real Estate and Personal Property, or in Debtor,

(E) Any completion bonds, performance bonds, labor and material payment bonds, and any other bonds (and the proceeds therefrom) relating to any of the Real Estate or to any contract providing for construction of any of the Improvements or any other buildings, structures, or improvements to, or on, any of the Real Estate;

(F) All rights or awards due to Debtor arising out of any eminent domain proceedings for the taking or for loss of value of any of the Real Estate;

(G) All rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other

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benefits derived from the Real Estate and the Personal Property or arising from the use or enjoyment of any portion thereof or from any lease and any and all rights which Debtor may have against any lessee or against any other person under or in connection with any lease.

(H) All of Debtor's right, title and interest in and to trademarks, trade names, or symbols under which any of the Real Estate is operated or the business of Debtor at the Real Estate is conducted and all agreement now or hereafter entered by Debtor with respect thereto including, without limitation, the Franchise Agreement;

(I) All revenues, receipts, income, accounts, accounts receivable, and other receivables arising out of the leasing or operation of, or the business conducted at or in relation to, any of the Real Estate;

(J) All rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express, Carte Blanche, Diner's Club, Visa, the Discover Card and Mastercard cards);

(K) All monetary deposits which Debtor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Real Estate;

(L) All contracts of sale and options relating to the disposition of any of the Real Estate;

(M) All products and proceeds arising by virtue of any transaction related to the disposition of any of the Real Estate or the Personal Property;

(N) All deposits of cash, securities, or other property which may be held at any time and from time to time, by Debtor to secure the performance by each lessee or other person or entity under any lease or other agreement (oral or written) with respect to such person's right to occupy, use or manage any of the Real Estate or Personal Property;

(O) To the extent assignable, all permits, licenses (including, without limitation, liquor licenses), franchises, certificates, and other rights and privileges obtained by Debtor in connection with any of the Real Estate or Personal Property;

(P) The FF&E Reserve Account, the Tax and Insurance Escrow Account, the Operating Accounts, the Interest Cap Agreement and all

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of Borrower's rights and interests under the Interest Rate Hedging Documents;

(Q) The balance of every deposit account (now or hereafter existing) of Debtor with Secured Party, Agent or any Lender (or any agent, affiliate, or subsidiary of Secured Party, Agent or any Lender) and any other claim of Debtor against Secured Party, Agent or any Lender (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Debtor which at any time shall come into the possession, custody, or control of Secured Party, Agent or any Lender (or any agent, affiliate, or subsidiary of Secured Party, Agent or any Lender);

(R) All proceeds payable or to be payable under each policy of insurance relating to the Real Estate and/or the Personal Property; and

(S) All books, records, computer programs, tapes, discs, computer software and other like records and information evidencing, securing, relating to or concerning the Real Estate, the Personal Property, or any of the property described in clauses (ii) through (iv) and in subclauses (A) through (R) of this clause (v); and

(vi) All leases, licenses, security agreements, and all other contracts and agreements governing or relating to Debtor's ownership, use, operation or sale of any of the Real Estate, Personal Property or any of the property described in clauses (ii) through (v), above; and

(vii) All payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, to the extent not otherwise included; and

(viii) All replacements or substitutes for, all products and proceeds of, and all accessions to, any of the property described in clauses (i) through (vii), above.

## Exhibit A - Legal Description

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## EXHIBIT A

### Legal Description of Land (Glenview, Illinois)

4514 West Lake Avenue

Tax Parcel No.: 0429-100-221 / 0429-300-098 / 0429-300-099  
0429-100-218 / 0429-100-219 / 0429-100-220

Surveyor: Webster, McGrath & Ahlberg Ltd.  
207 South Naperville St.  
Wheaton, Illinois 60187  
(708) 668-7603  
(Gary Ahlberg, IL. Prof. Land Surveyor No. 2689)

Lots 1 and 2 in Schultz Subdivision, being that part of Lots 4 and 5 in County Clerks Division of the West half (1/2) of Section 29, Township 42 North, Range 12, East of the Third Principal Meridian, lying North of the North line of Lake Street and lying West of the West line of Tollway, in Cook County, Illinois, described by metes and bounds as follows:

That part of the West half of Section 29, Township 42 North, Range 12, East of the Third Principal Meridian, described by beginning at the Southwest corner of the Northwest quarter of said Section; thence North  $00^{\circ}02'42''$  West, a distance of 594.59 feet to the Northwest corner of Lot 1 in Schultz Subdivision; thence North  $89^{\circ}52'28''$  East, on the North line of said Lot 1, a distance of 170.09 feet to the Northeast corner thereof; thence southerly on a curve with a radius of 5854.60 feet and a chord bearing of South  $12^{\circ}48'49''$  East, an arc distance of 12.00 feet; thence South  $12^{\circ}53'39''$  East, along the East line of said Lot 1, a distance of 677.17 feet to the Southeast corner thereof; thence Westerly, on a curve concave to the South, having a radius of 3869.83 feet and a chord bearing of South  $80^{\circ}09'45''$  West, an arc distance of 178.27 feet to the Southeast corner of Lot 2 in said subdivision; thence Westerly on a curve concave to the South having a radius of 3869.83 feet and a chord bearing of South  $78^{\circ}32'50''$  West, an arc distance of 40.76 feet to a point of tangency in the South line of said Lot 2; thence South  $78^{\circ}18'59''$  West, a distance of 110.19 feet to the Southwest corner of said Lot 2; thence North  $00^{\circ}06'26''$  West, a distance of 138.51 feet to the place of beginning, in Cook County, Illinois.

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PARCEL II

Together with all of the right, interest, and privileges in a Reciprocal Access Easement set forth in the Leasehold Easement Agreement, dated November 23, 1992, and recorded as Document 92883832.

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## SCHEDULE A

### SECURED PARTY:

CREDIT LYONNAIS NEW YORK BRANCH,  
as Agent

By: Andrea Griffis  
Andrea Griffis  
Vice President

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Signature Page to  
Financing Statement