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INSTRUCTIONS:

1. This form must be typed. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
4. At the time of filing, the filing officer will return third copy as an acknowledgement, please enclose a self addressed envelope for this return.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)
Lease Plan North America, Inc.
135 S. LaSalle Street
Chicago, IL 60603

Secured Party(ies) and address(es)
LaSalle National Leasing
Corporation, as Agent
135 S. LaSalle Street
Chicago, IL 60603

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



1. This financing statement covers the following types (or items) of property:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

ASSIGNEE OF SECURED PARTY

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2001-01-25 15:14:31
Cook County Recorder 31.50

FILE WITH REAL ESTATE RECORDS, COOK COUNTY, ILLINOIS

2. Products of Collateral are also covered.

Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC §9-105.

Lease Plan North America, Inc.

By: *Elizabeth B. McClellan*
Signature of (Debtor) (Secured Party)*

*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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EXHIBIT A - LEGAL DESCRIPTION

04-14-100-032 (AFFECTS PARCEL 1)
 01-15-200-020 (AFFECTS PARCEL 1)

04-15-200-021 (AFFECTS PARCEL 2)
 04-14-100-033 (AFFECTS PARCEL 2)

LEGAL DESCRIPTION:

PARCEL 1: (NC-1A)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 25 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 615 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 309.27 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 675.06 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES

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CONTINUATION OF EXHIBIT "A"

23 SECONDS WEST 1002.92 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 197.40 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 59 MINUTES 43 SECONDS WEST, 198.82 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 410.97 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 792.27 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (NC-1B)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 386.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 561.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 984.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 395.58 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 03 SECONDS WEST 303.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET, HAVING A CHORD BEARING OF SOUTH

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CONTINUATION OF EXHIBIT "A"

28 DEGREES 25 MINUTES 49 SECONDS WEST, 491.10 FEET, THENCE SOUTH 50 DEGREES 43 MINUTES 28 SECONDS WEST 73.93 FEET, THENCE NORTH 86 DEGREES 15 MINUTES 54 SECONDS WEST 54.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 400 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 41 MINUTES 48 SECONDS WEST, 301.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 176.46 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 1002.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

(A) all right, title, estate, and interest of Debtor in and to the parcel(s) of real property described on Exhibit A (the "Land Interest"), together with all Appurtenant Rights owned or leased by Debtor and in any way now or hereafter belonging, relating or appertaining to the Land Interest or the Improvements (now existing or to be designed and constructed by Construction Agent pursuant to the Construction Agency Agreement), including but not limited to all of Debtor's leasehold estate, right, title and interest in the Property whether arising under the Master Lease or the Ground Lease, and further including but not limited to all of Debtor's rights and remedies under the terms of the Master Lease or the Ground Lease, and the reversions, remainders, rents, security deposits, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever in and to the same, at law as well as in equity; and all of Debtor's right, title and interest in, to and under the Ground Lease and the Master Lease, including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights;

(B) all of the Improvements, Equipment and Fixtures at any time located on or under such Land Interest other than Equipment and Fixtures not financed by an Advance and not becoming property of the Debtor under Article XI of the Master Lease.

(C) all right, title and interest of the Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures, subsequently acquired by the Debtor or constructed, assembled or placed by Mortgagor on the Land Interest, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor;

(D) all right, title and interest of the Debtor in, to and under all books and records relating to or used in connection with the operation of the Property or the Fixtures or any part thereof and the Equipment;

(E) all right, title and interest of the Debtor in and to all insurance policies (including title insurance policies) required to be maintained by Lessee pursuant to the Ground Lease or the Master Lease, including the right to collect and receive such proceeds; and all judgments, awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

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(F) all right, title and interest of the Debtor in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof; (ii) all plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports or examinations or analyses relating to the Property; and (iii) all service and other contracts and other agreements relating to the operation, maintenance, and repair of the Property;

(G) all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Master Lease or pursuant to any other lease with respect to the Property;

(H) all proceeds, both cash and noncash, of the foregoing and any items acquired in substitution of, or replacement for, any of the foregoing; and

(I) all right, title and interest of the Debtor in and to all of the Operative Documents, including, without limitation, the Lease Supplement and the Equipment Schedules, regardless of whether the interest of Debtor therein is that of lessor, lessee or secured lender.

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