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2001-07-17 15:45:30
Cook County Recorder 29.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
590 Madison Avenue, 19th Floor
New York, New York 10022
Attn.: Gary A. Goodman, Esq.

Property of Cook County Clerk's Office

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MKDGBUCK 123 LIMITED PARTNERSHIP

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
c/o The John Buck Company, 233 South Wacker Drive, Ste 550
Chicago

1d. TAX ID #: SSN OR EIN
84 105 5569

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
limited partnership

1f. JURISDICTION OF ORGANIZATION
Delaware

1g. ORGANIZATIONAL ID #, if any
2367682

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
LANDESBANK HESSEN-THURINGEN GIROZENTRALE, as Agent for the Benefit of the Banks

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
420 Fifth Avenue, 24th Floor
New York

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF FOR THE COLLATERAL DESCRIPTION.

SEE SCHEDULE "B" ANNEXED HERETO AND MADE A PART HEREOF FOR THE LEGAL DESCRIPTION.

CC 200 329 CWG 4/10

FILED WITH: COOK COUNTY

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

7. ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA
MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ON 515 NORTH STATE STREET, CHICAGO, ILLINOIS

SCHEDULE "A" TO UCC FINANCING STATEMENT

(Mortgage, Security Agreement and Fixture Filing)

Debtor: MKDG/Buck 123 Limited Partnership

Secured Party: Landesbank Hessen-Thüringen Girozentrale, as Agent for the benefit of the Banks

The UCC-1 Financing Statement to which this schedule is annexed covers the following types (or items) or property, whether now owned or hereafter acquired and in which the Debtor now has or hereafter obtains any right, title, estate or interest:

The UCC-1 Financing Statement to which this schedule is annexed covers the following types (or items) or property, whether now owned or hereafter acquired and in which the Debtor now has or hereafter obtains any right, title, estate or interest:

- (1) the real property described in Schedule A hereto, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land");
- (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements");
- (3) all fixtures (as defined in the Uniform Commercial Code hereinafter described), including, without limitation, all materials, supplies, equipment, fixtures, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures");
- (4) any and all goods, accounts, general intangibles, deposit accounts, instruments, investment property, commercial tort claims, letter-of-credit rights, letters of credit money, documents and chattel paper (as such terms are defined in the Uniform Commercial Code) and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or

reimbursable tap fees, utility deposits, commitment fees and development costs (the "**Personalty**");

- (5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Debtor with respect to the Mortgaged Property;
- (6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**");
- (7) all leases, subleases, licenses, concessions, rental contracts, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all guarantees, modifications, extensions and renewals thereof and any related security and other deposits (the "**Leases**");
- (8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**");
- (9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**");
- (10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;
- (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;
- (13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property; and
- (14) any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

As used in this Schedule "A", the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

SCHEDULE B

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF LOTS 1 THROUGH 6, AND LOTS 10 THROUGH 12, ALL INCLUSIVE, TOGETHER WITH THE EAST-WEST ALLEY VACATED BY ORDINANCE PASSED APRIL 13, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT NUMBER 27199505, LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 6 AND LYING NORTH OF AND ADJOINING LOTS 7 THROUGH 12, IN BLOCK 15, IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 0 DEGREES 06 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 110.0 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 110.0 FEET OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 141.40 FEET; THENCE SOUTH 41 DEGREES 52 MINUTES 51 SECONDS EAST, 6.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 114.38 FEET OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 5.25 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 147.81 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 15 AFORESAID, SAID POINT BEING 46.01 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 40 MINUTES 45 SECONDS EAST; ALONG THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 46.01 FEET TO ITS SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 01 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF BLOCK 15 AFORESAID, 219.07 FEET TO ITS NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 52 MINUTES 51 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 15 AFORESAID, 101.44 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED JUNE 4, 1998 AS DOCUMENT 98468626 MADE BY LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986 AND KNOWN AS TRUST NUMBER 111774, MKDG/BUCK 123 LIMITED PARTNERSHIP, AND 505 VENTURE COMPANY, L.C.C. FOR INGRESS, EGRESS AND ACCESS, STRUCTURAL SUPPORT, COMMON WALLS, CEILINGS AND FLOORS, ENCROACHMENTS, UTILITIES, LOBBY MAINTENANCE AND CONTINUED USE OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOTS 7 THROUGH 12, ALL INCLUSIVE, TOGETHER WITH THE EAST-WEST ALLEY VACATED BY ORDINANCE PASSED APRIL 13, 1984 AND RECORDED AUGUST 3, 1984 AS DOCUMENT NUMBER 27199505, LYING SOUTH OF AND ADJOINING SAID LOTS 1

THROUGH 6 AND LYING NORTH OF AND ADJOINING LOTS 7 THROUGH 12, IN BLOCK 15, IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 15 AFORESAID; THENCE SOUTH 0 DEGREES 6 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK, 110.0 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 110.0 FEET OF BLOCK 15 AFORESAID; SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 141.40 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 6.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 114.38 FEET OF BLOCK 15 AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS EAST, ALONG SAID SOUTH LINE, 5.25 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES 51 SECONDS EAST, 147.81 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 15 AFORESAID SAID POINT BEING 46.01 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER OF BLOCK 15 AFORESAID; THENCE NORTH 89 DEGREES 40 MINUTES 45 SECONDS WEST; ALONG THE SOUTH LINE OF SAID BLOCK, 255.11 FEET TO ITS SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 6 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF BLOCK 15 AFORESAID, 108.01 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

17-10-123-013

515 N. STATE ST.
Chicago, IL