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2001-08-07 14:51:11  
Cook County Recorder 39.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Wells Fargo Bank Northwest f/k/a  
First Security Bank, National Association  
79 South Main Street  
Salt Lake City, UT 84111



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  
Bevbook, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
77 Tarrytown Road White Plains NY 10607 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
LLC Delaware  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 FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

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  
Wells Fargo Bank Northwest f/k/a First Security Bank, N.A.

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
79 South Main Street Salt Lake City UT 84111 USA

4. This FINANCING STATEMENT covers the following collateral:

Exhibit A attached

01LT1403 (4)  
RETURN DOCUMENTS TO:  
Law Title - National Division  
120 B. Railroad St., Ste. B  
Sandwich, IL 60548

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) 7. Check to REQUEST SEARCH REPORT(S) on Debtors (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR <u>Bevbook LLC</u>		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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### 10. MISCELLANEOUS:

Debtor's Signature on Rider 1.

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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

### 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR					
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

Exhibit B

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

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Rider 1

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BEVBOOK, LLC

By: Bevbook Company, Inc., Managing  
Member

By:

  
Jeffrey Sandelman  
President

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EXHIBIT A

DB Beverly, L.L.C.

Pages 1 of 4

Collateral Description:

All of Debtor's right, title and interest in and to the personal property and fixtures hereinafter described, now or hereafter located on the property described on Exhibit B to the financing statement to which this Exhibit A is attached ("Land"), whether now owned or hereafter acquired:

- a) all the estate, right, title, claim or demand whatsoever of the Debtor, in possession or expectancy, in and to the Property or any part thereof;
- b) all buildings, structures, Fixtures, Equipment and other improvements of any kind or nature existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and excluding any modifications or additions thereto (collectively, the "Improvements");
- c) all right, title and interest of the Debtor in and to all of the fixtures, furnishings and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property (all of the foregoing in this paragraph (c) being referred to as the "Fixtures");
- d) all right, title and interest of the Debtor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property, including without limitation, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, refrigerators, display cases, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being referred to as the "Equipment");
- e) 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 and Equipment, subsequently acquired by the Debtor or constructed, assembled or placed by the Debtor on the Land, 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;
- f) all right, title and interest of the Debtor in all general intangibles related to the operation of the Improvements now existing or hereafter arising;
- g) all right, title and interest of the Debtor in and to all unearned premiums under insurance policies now or subsequently obtained by any tenant relating to the Property or the Fixtures and the

## EXHIBIT A

DB Beverly, L.L.C.

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Debtor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds; and all judgments, settlements, 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;

h) 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 and (ii) all plans and specifications relating to the Property;

i) all rents, payments, purchase prices, receipts, revenues, issues and profits payable under any leases or subleases with respect to the Property, including, but not limited to, all right, title and interest of the Debtor in and to (i) the lease agreement dated the date hereof (the "Lease") between the Debtor, as lessor, and Borders, Inc., a Colorado corporation, as tenant (the "Tenant"), and (ii) all other leases, subleases (if, and to the extent that the Debtor has any rights, title or interest therein), including, without limitation, any assignments thereof (including, without limitation, all guarantees of any such leases, assignment of lease and subleases) and other agreements affecting the use, enjoyment or occupancy of the Property and the Improvements heretofore or hereafter entered into (the leases described in clause (ii) above are hereinafter referred to as the "Other Leases") and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Property and the Improvements (the "Rents") whether paid or accruing before or after the filing by or against the Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases or the Other Leases and the right to receive and apply the Rents to the payment of the Obligations and the right to receive and apply any payments made to the Debtor by the Tenant in connection with any condemnation, including, without limitation, the Tenant's purchase of the Property, to payment of the Obligations;

j) all appurtenances in respect of or otherwise relating to the Lease or any part thereof, including, but not limited to, all the estate and rights of the Debtor of, in and to (i) all modifications thereto, (ii) all of the Debtor's rights, if any, pertaining to deposits of the tenant under the Lease (including security deposits, if any), (iii) all other options, privileges and rights granted and demised to the Debtor under the Lease, (iv) all the right or privilege of the Debtor to terminate, cancel, abridge, surrender, merge, modify or amend the Lease and (v) any and all possessory rights of the Debtor and other rights and/or privileges of possession, including, without limitation, the Debtor right to elect to take possession of the Property and Improvements;

k) any and all rights to make divisions or other partitions of the Land, subject to applicable zoning and platting requirements of the Illinois Plat Act, as it shall be amended from time to time;

l) subject to the terms and provisions of the Mortgage, the right, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of the Secured Party in the Property, or any part thereof;

m) all accounts receivable, contract rights, interests, estate or other claims, both in law and in equity, which the Debtor now has or may hereafter acquire in the Property or any part thereof, and all reserve accounts, accounts for the deposit, collection and/or disbursement of the rents generated by the Property and other accounts now or hereafter in existence with respect to the Project Loan, including, without limitation, all interest reserve accounts and replacement reserve accounts

## EXHIBIT A

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DB Beverly, L.L.C.

provided for under any documentation entered into or delivered by the Debtor in connection with the Project Loan;

n) all rights which the Debtor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, costs or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

o) all of the Debtor's claims and rights to damages and any other remedies in connection with or arising from the rejection of the Lease by the Tenant or any trustee, custodian or receiver pursuant to the U.S. Bankruptcy Code, as amended (the "Bankruptcy Code") in the event that there shall be filed by or against the Tenant any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect; and

p) all proceeds, both cash and noncash, of any of the foregoing.

Certain Definitions: As used herein, in addition to the capitalized terms defined in the foregoing paragraphs, the following capitalized terms have the following meanings:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and (ii) all permits, licenses and rights, whether or not of record, appurtenant to the Land.

"Assignment of Lease" mean the Assignment of Leases and Rents dated February 2, 2001 made by the Debtor in favor of the Secured Party.

"Debtor" means DB Beverly, L.L.C., an Illinois limited liability company.

"Mortgage" means Mortgage and Security Agreement dated February 2, 2001 made by the Debtor in favor of the Secured Party.

"Obligations" means the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency or receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding) on the Project Loan when and as due, whether at maturity or by acceleration, and the due and punctual performance of all covenants, agreements, obligations and liabilities of the Debtor under or pursuant to the Project Loan Agreement, the Mortgage and the other Project Loan Documents.

"Project Loan" means a loan in the principal amount of \$3,903,926.05 made by the Secured Party to the Debtor.

"Project Loan Agreement" means the Project Loan Agreement between the Debtor and the Secured Party dated February 2, 2001 pursuant to which the Secured Party made the Project Loan;

"Project Loan Documents" means the collective reference to the Project Loan Agreement, the Project Loan Note, the Security Documents, and all other documents and instruments from time to time evidencing or securing the Project Loan.

"Project Loan Note" means the promissory note dated February 2, 2001 evidencing the Project Loan.

"Property" means Land together with Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto.

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## EXHIBIT A

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DB Beverly, L.L.C.

"Secured Party" means Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated January 22, 2001

"Security Documents" shall mean the collective reference to the Mortgage, the Assignment of Lease and consent thereto, and all other documents from time to time securing the indebtedness evidenced by the Project Loan Note.

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## EXHIBIT B

### PARCEL 1:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF LOT 79 IN CHAMBER'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79, FALLING IN THE SCHOOLHOUSE LOT, AND EXCEPT ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPT ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6; CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT NUMBER 10786683 IN BOOK 28900, PAGE 276) ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 79 (EXCEPT THE NORTH 150 FEET) IN CHAMBER'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79 FALLING IN SCHOOL HOUSE LOT AND EXCEPTING ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPTING ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6 AND CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT 10786683 IN BOOK 28900 PAGE 276 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE NORTH 154 FEET OF THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE EAST 208 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 (OTHERWISE DESCRIBED AS LOT 31 OF GEORGE A. CHAMBER'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOT 41 (EXCEPT THE EAST 93 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF SAID LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBER'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

EAST 93 FEET OF LOT 41 (EXCEPT EAST 33 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBER'S SUBDIVISION OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14, 1998, RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98282079, BEING THE EAST 33 FEET OF THE PART OF LOT 41 LYING NORTH OF THE NORTH LINE OF WEST 95<sup>TH</sup> STREET AS WIDENED BY COOK COUNTY COURT JUDGMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438 IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EAST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14, 1998 RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98282079, BEING THE WEST 33 FEET OF LOT 79 LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 41 AND NORTH OF THE NORTH LINE OF WEST 95<sup>TH</sup> STREET AS WIDENED BY COOK COUNTY COURT JUDGMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438, IN GEORGE A. CHAMBERS' SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO BEING DESCRIBED AS:

PART OF LOTS 41, 79, AND 81, GEORGE A. CHAMBER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE ADJACENT PORTION OF VACATED SOUTH BELL AVENUE, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 41; THENCE N 00°11'00" W, 21.00 FEET TO A X SET IN THE CONCRETE SIDEWALK AT THE NORTH LINE OF 95<sup>TH</sup> STREET AT THE POINT OF BEGINNING; THENCE N 00°11'00"W, 105.37 FEET TO A SET X IN THE CONCRETE SIDEWALK; THENCE N 89°59'43"E, 329.25 FEET TO A SET 3/4" STEEL REBAR; THENCE N 00°09'10"W, 26.47 FEET TO A SET 3/4" STEEL REBAR; THENCE N 89°59'25"E, 88.57 FEET TO A

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SET ¾" STEEL REBAR; THENCE N 00°09'29"W, 22.71 FEET TO A SET ¾" STEEL REBAR; THENCE N 89°59'39"E, 174.53 FEET BEING PREVIOUSLY RECORDED AS 175.00 FEET TO A SET ¾" STEEL REBAR; THENCE S 00°09'56"E, 154.61 FEET; THENCE N 90°00'00"W, 592.33 FEET TO A X SET IN THE CONCRETE SIDEWALK AT THE POINT OF BEGINNING.

BLOOMFIELD 43632-08 15402

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