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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corporation
440 Ninth Avenue, 5th Floor
New York, NY 10001
(212) 594-0020

IL COOK County Clerk & Recorder

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
Lakeside Purchaser, LLC

OR

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

1c. MAILING ADDRESS
1001 Louisiana Street CITY Houston STATE TX POSTAL CODE COUNTRY

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

76-0594322 DE LLC TX 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

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
The Chase Manhattan Bank, as Administrative Agent

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1 Chase Manhattan Plaza New York NY 10021

4. This FINANCING STATEMENT covers the following collateral:
See Schedule I attached hereto and incorporated herein by reference.

See attached for PIN#

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 Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

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SCHEDULE I
TO
UCC-1 FINANCING STATEMENT

DEBTOR: LAKESIDE PURCHASER, LLC
1001 Louisiana Street
Houston, TX 77002

SECURED PARTY: LAKESIDE REAL ESTATE TRUST 2001
c/o Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001

ASSIGNEE OF
SECURED PARTY: THE CHASE MANHATTAN BANK, as Administrative Agent
1 Chase Manhattan Plaza
New York, NY 10081

This Financing Statement covers all of Debtor's right, title and interest in, to, and under the following property now owned or at any time hereafter acquired by Debtor, or in which Debtor may acquire any right, title or interest (all of which property being described below being hereafter collectively called the "Collateral"): .

(A) Subject to the terms and conditions of that certain Lease dated as of May 15, 2001 between Debtor and Secured Party and that certain (i) Mortgage, Assignment of Rents and Leases and Security Agreement, (ii) Assignment of Leases, Rents and Guarantee and (iii) Short Form Memorandum of Lease, Mortgage, Security Agreement and Financing Statement (including Fixture Filing), each dated as of May 15, 2001 (collectively, the "Lease") (including, without limitation, the Lessee's rights thereunder so long as no Lease Event of Default (as defined in the Lease) has occurred or is continuing): (i) the land described on Schedule A attached hereto, and all buildings, improvements, fixtures and equipment located thereon (collectively, the "Property"); (ii) all rights and benefits of whatever nature derived or to be derived by the Debtor under or by virtue of the Lease; and (iii) all proceeds of the conversion, whether voluntary or involuntary, of any of the above described property into cash or other liquid claims, including, without limitation, all awards, payments or proceeds, including interest thereon, and the right to receive the same, which may be made as a result of casualty, any exercise of eminent domain or deed in lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value thereof, the foregoing being referred to hereinafter as the "Security Property";

(B) that portion of the Security Property subject to the Uniform Commercial Code of the State of Illinois or the State of New York;

(C) subject to the Lease and the rights of the Debtor thereunder, all and every part of the rents, issues and profits that may from time to time become due and payable on

account of any and all leases, subleases or other occupancy agreements now existing, or that may hereafter come into existence with respect to the Property or any part thereof, including any guaranties of such leases, subleases or other occupancy agreements;

(D) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Property, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Property to the center line thereof;

(E) the Conduit Agreement (defined below), the Conduit Licenses (defined below), the Façade Escrow Agreement (defined below), the Conduit Escrow Agreement (defined below), and the Purchase Agreement (defined below); and

(F) all substitutes and replacements of, and all additions and improvements to, the Property, subsequently acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, 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 Debtor.

For purposes hereof, the following terms shall have the meanings set forth below:

“Conduit Agreement” means that certain Conduit Path Use Agreement dated as of June 1, 2000 by and between the City of Chicago and Carlyle-Core Chicago, LLC, as amended.

“Conduit Escrow Agreement” means that certain Conduit Holdback Escrow, Conduit Revenue Escrow and Conduit Operation Agreement dated as of May 15, 2001, by and among Secured Party, Carlyle-Core Chicago, LLC, and Chicago Title Insurance Company.

“Conduit Licenses” means any agreements pursuant to which Debtor grants to any Person any rights with respect to its interest under the Conduit Agreement.

“Façade Escrow Agreement” means that certain Façade Work Holdback Agreement dated as of May 15, 2001, by and among Debtor, Secured Party, Carlyle-Core Chicago, LLC, and Chicago Title Insurance Company.

“Purchase Agreement” means that certain Purchase and Sale Agreement dated as of April 9, 2001, among Carlyle-Core Chicago, LLC, Vanderbilt Holdings LLC, Carlyle Market Post Tower LLC, Carlyle One Wilshire, L.L.C., and Debtor.

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Schedule A

Land

Property of Cook County Clerk's Office

CALUMET PLANT SITE

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT VACATED PART OF THE INTERSECTION OF EAST CERMAK ROAD AND SOUTH PARK AVENUE, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 9 PRODUCED EAST ACROSS THE ENTRANCE OF A VACATED ALLEY TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY IN GURLEY AND KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 13 FEET WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY; THENCE EAST ON SAID LINE TO THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY; THENCE SOUTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTHWESTERLY AND SOUTHEASTERLY 10 FEET WIDE VACATED ALLEY LYING NORTHEASTERLY AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 1 TO 9, BOTH INCLUSIVE, IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING NORTH AND ADJOINING THE NORTH LINE OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY; LYING SOUTHWESTERLY AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY AND LYING SOUTHEASTERLY OF AND ADJOINING A LINE DRAWN FROM A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE I.C.R.R. COMPANY, 5 FEET SOUTHERLY OF THE SOUTH LINE OF LOT 9 IN BLOCK 6 OF GEORGE SMITH'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF LOT 1 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

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THE SOUTH 1/2 OF VACATED EAST 21ST STREET LYING EAST OF THE EAST LINE OF CALUMET AVENUE AND WEST OF PARCEL NO. 4 ABOVE DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 1/2 OF VACATED EAST CERMAK ROAD LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 9 IN GURLEY & KEITH'S SUBDIVISION OF BLOCK 23 IN ASSESSOR'S DIVISION AFORESAID, PRODUCED EAST TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE I.C.R.R. COMPANY (EXCEPT THAT PART DESCRIBED AS PARCEL NO. 2 ABOVE), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

EASEMENT FOR ACCESS FOR THE BENEFIT OF PARCELS 1 THRU 6, OVER, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE "WEST PLANT" (AS DEFINED IN THE INSTRUMENT NOTED HEREIN) AS MAY BE REASONABLY REQUIRED IN CONNECTION WITH THE PERFORMANCE OF OBLIGATIONS RELATING TO THE MAINTENANCE AND EXISTENCE OF THE ONE STORY COVERED BRIDGE EXTENDING OVER SOUTH CALUMET AVENUE AND CONNECTING THE BUILDING LOCATED ON THE CALUMET PLANT SITE WITH THE BUILDING LOCATED ON THE OPPOSITE SITE OF CALUMET AVENUE, TOGETHER WITH THE BENEFITS AND TOGETHER WITH THE BURDENS THEREOF, ALL AS CONTAINED IN THE "AGREEMENT REGARDING COVERED BRIDGE" DATED AUGUST 2, 1999 AND RECORDED AUGUST 3, 1999 AS DOCUMENT 99736627.

TRUCK LOT 'D' SITE

PARCEL 1:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 6 IN GEORGE SMITH'S ADDITION TO CHICAGO OF A SUBDIVISION OF BLOCKS 17 TO 22 IN ASSESSOR'S DIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF VACATED EAST 21ST STREET LYING SOUTH OF AND ADJOINING PARCEL 1 AFORESAID AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD.

P.I.N.: 17-22-316-002-0000
17-22-316-003-0000
17-22-316-004-0000
17-22-322-003-0000