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02/2/002 30 001 Page 1 of 6
2001-10-12 11:39:38
Cook County Recorder 31.00



UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
WILLIAM G. NOSEK
C/O ARNSTEIN & LEHR
120 S. RIVERSIDE PLAZA, SUITE 1200
CHICAGO, IL. 60606-3910

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
ARCHSTONE COMMUNITIES TRUST

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7670 S. CHESTER STREET ENGLEWOOD CO. 60112 U.S.A.

1d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION MARYLAND TRUST 1f. JURISDICTION OF ORGANIZATION MARYLAND 1g. ORGANIZATIONAL ID #, if any D01435254 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
METROPOLITAN LIFE INSURANCE COMPANY

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
200 PARK AVENUE NEW YORK NY 10166 U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED FOUR PAGES FOR DESCRIPTION OF COLLATERAL

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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Bx 378 Lola

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

OR	9a. ORGANIZATION'S NAME ARCHSTONE COMMUNITIES TRUST		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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10. MISCELLANEOUS:

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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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
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12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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:

SEE ATTACHED EXHIBIT B

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

16. Additional collateral description:

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' 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

EXHIBIT A TO UCC FINANCING STATEMENT

<p>DEBTOR: ARCHSTONE COMMUNITIES TRUST, a Maryland real estate investment trust 7670 South Chester Englewood, Colorado 80112 Attn: Chief Financial Officer</p>	<p>SECURED PARTY: METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation 200 Park Avenue New York, New York 10166 Attn: Senior Vice President, Real Estate Investments</p>
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Debtor hereby grants to Secured Party, its successors and assigns, a continuing security interest in the following (hereinafter together called the "Collateral"):

All right, title, interest and estate of Debtor, in and to all easements, rights-of-way, gaps, strips and gores of land, streets, ways, alleys, sewers, sewer rights, waters, water courses, water rights, privileges, licenses, tenements, hereditaments and appurtenances whatsoever, in any way appertaining to the real property located in Cook County, Illinois, as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Land"), whether now owned or hereafter acquired by Debtor, and the reversion(s), remainder(s), possession(s), claims and demands of Debtor in and to the same, and the rights of Debtor in and to the benefits of any conditions, covenants and restrictions now or hereafter affecting the Land, together with all estate, right, title and interest that Debtor now has or may hereafter acquire in:

- (1) all things now or hereafter affixed to the Land, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon, any fixtures and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), vehicles, all gas and electric fixtures, radiators, heaters, signs, partitions, appliances, furniture, furnishings, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, washers, dryers, water heaters, mirrors, mantels, lawn care, window washing and snow removal equipment, awnings, storm sashes, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, fixed or installed in such buildings, structures, or improvements or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be

used in or in connection with the construction, fixturing, equipping, furnishing, use, operation, or enjoyment of the Land, and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor; all of such things whether now or hereafter placed thereon are hereinafter collectively referred to as the "Improvements";

- (2) all income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Land and/or Improvements;
- (3) all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;
- (4) all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land;
- (5) all proceeds and claims arising on account of any damage to, or condemnation of, the Land and/or Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land and/or Improvements;
- (6) all licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, guaranties, warranties, franchise agreements, permits, authorities or certificates required or relating to the ownership, use, operation or maintenance of the Land and/or Improvements;
- (7) all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill relating to the Land and/or Improvements;
- (8) all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Land;
- (9) all water rights appurtenant to the Land together with all pumping plants, pipes, flumes and ditches, all rights to the use of water, all rights in ditches

for irrigation, all water stock, shares of stock or other evidence of ownership of any part of the Land and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land;

- (10) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;
- (11) all accounts, accounts receivable, chattel paper, general intangibles, including, without limitation, all rights under all contracts and with respect to rents, fees and other income relating to the Land, documents, goods, instruments, warehouse receipts or other documents of title relating to any of the foregoing;
- (12) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Land, together with all deposits and other proceeds of the sale thereof; and
- (13) all extensions, additions, improvements, betterments, renewals, and replacements of any of the foregoing, and together with the benefit of any deposits or payments now or hereafter made by Debtor or on its behalf in connection with any of the foregoing; and
- (14) all cash and non-cash proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise), all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof, but specifically excluding all personal property now or hereafter leased by Debtor or owned or leased by any tenant leasing any portion of the Land and subject to any rights of tenants to use any of the foregoing pursuant to their leases.

LEGAL DESCRIPTION.

A PART OF THE EAST ½ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF RAND ROAD, WHICH IS 901.10 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID CENTER LINE, WITH THE CENTER LINE OF HICKS ROAD; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF RAND ROAD AND SAID CENTER LINE EXTENDED, A DISTANCE OF 50.04 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD, BEING THE POINT OF BEGINNING; THENCE SOUTHEAST, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD, BEING A CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 10,743.00 FEET, 50.04 FEET DISTANT FROM THE CENTER LINE THEREOF, AN ARC DISTANCE OF 254.17 FEET, HAVING A CHORD BEARING OF SOUTH 43 DEGREES 6 MINUTES 29 SECONDS EAST (ASSUMED BEARING) AND A CHORD LENGTH OF 254.16 FEET; THENCE SOUTH 47 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 10,743.00 FEET, AN ARC DISTANCE OF 110.00 FEET, HAVING A CHORD BEARING OF SOUTH 42 DEGREES 34 MINUTES 10 SECONDS WEST AND A CHORD LENGTH OF 110.00 FEET; THENCE NORTH 48 DEGREES 9 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE CONVEX THE TO NORTHEAST, HAVING A RADIUS OF 10,743 FEET, AN ARC DISTANCE OF 99.00 FEET HAVING A CHORD BEARING OF SOUTH 41 DEGREES 34 MINUTES 36 SECONDS EAST, AND A CHORD LENGTH OF 99.90 FEET, THENCE SOUTH 49 DEGREES 14 MINUTES 23 SECONDS WEST, A DISTANCE OF 927.74 FEET; THENCE NORTH 81 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 562.66 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, BEING 1306.03 FEET SOUTHERLY, AS MEASURED ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, FROM THE MOST WESTERLY CORNER OF SAID LOT 1 IN HASTEROCK PARK; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HICKS ROAD, BEING A CURVED LINE, 50.00 FEET EASTERLY, MEASURED RADIALLY, OF THE CENTER LINE OF SAID HICKS ROAD, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2814.93, AN ARC DISTANCE OF 574.23 FEET, HAVING A CHORD BEARING OF NORTH 4 DEGREES 53 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 573.21 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 296.28 FEET; THENCE NORTH 46 DEGREES 3 MINUTES 14 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 43 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 46 DEGREES 3 MINUTES 15 SECONDS EAST, A DISTANCE OF 390.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 687,679 SQUARE FEET OR 15.787 ACRES, MORE OR LESS.

LESS AND EXCEPT THAT PORTION CONVEYED TO KATHY JORDAN BY DEED FROM CHICAGO FOXFIRE APARTMENTS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED AUGUST 8, 1994 AND RECORDED OCTOBER 14, 1994 AS DOCUMENT NUMBER 94882063.

NOTE: ABOVE TRACT OF LAND IS ALSO COMMONLY KNOWN AS LOTS 1 THROUGH 13, INCLUSIVE, AND OUTLOT "A" IN HAMPTON PLACE PLAT OF PLANNED UNIT DEVELOPMENT IN THE EAST HALF OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.