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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

0011082917

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2001-11-16 10:44:24

Cook County Recorder 29.50

A. NAME & PHONE OF CONTACT AT FILER (optional)
SHIRLEU HURT, 404-654-2263

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return To
 CT Corporation System
 UCC Division
 17 South High St. #1100
 Columbus OH 43215

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
A & A MCCORMICK LP

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
400 S CURRAN ROAD, C/O PETER ANEST CRAYS LAKE IL 60030

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
363976893 **LP** **ILLINOIS** 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
CapMark Services, L.P., in Trust for Swiss RE Investors, Inc. agent for Swiss Re Life & Health America Holding Corpor

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
245 PEACHTREE CTR AVE STE 1800 Atlanta GA 30303

4. This FINANCING STATEMENT covers the following collateral:
REF. # 94-406541
Collateral description on attachment

No. of additional sheets presented **5**

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) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

400035203-C/B

AL 4785173-3 9/18

Handwritten notes:
SYES
P 50
S 20
M 1/2

UNOFFICIAL COPY

OFFICE OF THE
CLERK OF THE COURT
JANUARY 1, 2014
1011 N. STATE STREET
CHICAGO, IL 60610

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Filed with: **Cook, ILLINOIS**

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

A & A MCCORMICK, LP

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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Cook County Recorder 29.50

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

NONE

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

12a. ORGANIZATION'S NAME

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:

SEE ATTACHMENT

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.

MGR(C)94031415.MSC
03/29/94 MACCABERS (5602-24)

EXHIBIT A TO FINANCING STATEMENT

The Collateral. For purposes of this Financing Statement, the term "Collateral" means and includes all of the following now or hereafter owned by the Debtor:

(i) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate (as hereinafter defined), together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment, all of the foregoing are herein referred to collectively as the "Improvements";

(ii) Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings,

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elevators, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind or character now or hereafter owned by the Debtor (as Debtor and not bona fide as a tenant of the Real Estate) and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate, any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate or the convenience of any guests, licensees or invitees of the Debtor, including (without limitation) all rights under and to the escrow account(s), if any, established and maintained pursuant to that certain First Mortgage and Security Agreement;

(iii) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Real Estate or the Improvements;

(iv) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Real Estate or the Improvements;

(v) Leases. All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(vi) Plans. All rights of the Debtor to plans and specifications, designs, drawings and other matters prepared for any construction on the Real Estate;

(vii) Contracts for Construction or Services. All rights of the Debtor under any contracts executed by the Debtor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract;

(viii) Contracts for Sale or Financing. All rights of the Debtor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Debtor has, with the consent of the Mortgagee, obtained the agreement of any person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof; and

(ix) Other Property. All of Debtor's equitable or beneficial interest in the land trust styled AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1994, AND KNOWN AS TRUST NO. 118068-09, any and all escrow deposits and all other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance proceeds) and products of any of the foregoing.

The term "Real Estate" shall mean and include the following: All of the land legally described below (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services) (but not including any property belonging or appertaining exclusively to property of Debtor other than that legally described below); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; any after-acquired title to any of the foregoing, and such further interests as are described in the First Mortgage and Security Agreement:

Parcel 1:

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 48 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS

Parcel 2:

NON-EXCLUSIVE EASEMENT AND LICENSE FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR THE RIGHT OF INGRESS, EGRESS AND PARKING AS CREATED BY AN INSTRUMENT ENTITLED "EASEMENT AND LICENSE AGREEMENT", DATED MAY 20, 1987 AND RECORDED MARCH 8, 1988 AS DOCUMENT NUMBER 88099082, THROUGH OVER AND UPON THOSE PARCELS AS ATTACHED AS EXHIBITS A, B, C, D AND E AS ATTACHED THERETO AND MADE A PART THEREOF.

and commonly known as Cineplex Odeon Theatres, 6341 North McCormick Boulevard, Chicago, Illinois.