2001-12-18 10:15:59

Cook County Recorder

31.00

| UCC FINANCING STATEMENT ADDEND |
|--------------------------------|
|--------------------------------|

3392

FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME NSA FINANCIAL CENTER, LLC 9b. INDIVIDUAL'S LAST NAME FIRST NAME . MIDDLE NAME, SUFFIX 10. MISCELLANEOUS:



| 9000 A | | | ACE IS FOR FIL | ING OFFICE USE ONLY |
|---|--|--|----------------------|---------------------|
| 11. ADDITIONAL DEBTOR'S EXACT FULL LEG 1. / IAME - insert only one 11a. ORGANIZATION'S NAME | name (11a or 11b) - do not abbre | viate or combine names | | |
| Ox | | | | |
| OR 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIC | DDLE NAME . | SUFFIX |
| 11c. MAILING ADDRESS | CITY | STA | ATE POSTAL CO | DDE COUNTRY |
| 11d. TAX ID #: SSN OR EIN ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR | 11 JURISPICTION OF ORGA | NIZATION 11g | , ORGANIZATION | AL ID #, if any |
| 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S | NAME - ins art o alvone name | (12a or 12b) | | |
| 12a. ORGANIZATION'S NAME | 45 | _ | | |
| OR 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIC | DOLE NAME | SUFFIX |
| 12c. MAILING ADDRESS | CITY | STA | ATE POSTAL CO | DDE COUNTRY |
| collateral, or is filed as a x fixture filing. 14. Description of real estate: SEE EXHIBIT B ATTACHED. | | | | |
| 15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): NSA FINANCIAL CENTER, LLC 1300 E. WOODFIELD ROAD SCHAUMBURG, IL 60173 | 17. Check only if applicable and Debtor is a Trust or 18. Check only if applicable and Debtor is a TRANSMITTING Filed in connection with a Filed in connecti | rustee acting with respected check only one box. GUTILITY Manufactured-Home Trans. | action — effective 3 | • |

Property of Coot County Clerk's Office

22 82-22-1005

| UCC FINANCING STATEMENT | |
|---|------|
| FOLLOW INSTRUCTIONS (front and back) CAREFULLY | |
| A. NAME & PHONE OF CONTACT AT FILER [optional] | |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) | |
| J.E. ROTHSCHILD ROTHSCHILD, BARRY & MYERS 55 WEST MONROE STREET, SUITE 3900 CHICAGO, IL 60603 | |
| | |
| 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not | abbr |
| 1a. ORGANIZATION'S NAME | |
| NSA FINANCIAL CENTER, LLC | |

FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE LISE ONLY

| | I THE ABOVE | SPACE IS FO | OR FILING OFFICE U | SE ONLY | |
|--|--|-------------|---------------------------------------|---------------------------------------|--|
| 1. DEBTOR'S EXACT FULL LEGAL N. J. C. insert only one debtor name | (1a or 1b) - do not abbreviate or combine names | | | | |
| 1a. ORGANIZATION'S NAME | , and a second s | | | | |
| NSA FINANCIAL CENTER, LLC | | | · | | |
| OR 16. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE | NAME | SUFFIX | |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY | |
| 1300 E. WOODFIELD ROAD | SCHAUMBURG | IL | 60173 | USA | |
| 1d. TAX ID #: SSN OR EIN ADD'L INFO RE 16, TYPE OF ORGANIZA ION ORGANIZATION | 11. JURISDICTION OF ORGANIZATION | 1g. ORG | ANIZATIONAL ID #, if any | | |
| .36-4436093 DEBTOR | 0 | 00! | NONE | | |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only of | ne de to, nume (2a or 2b) - do not abbreviate or com | oine names | | | |
| 2a. ORGANIZATION'S NAME | | | | · · · · · · · · · · · · · · · · · · · | |
| 08 | | | | | |
| 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE | MIDDLE NAME | | |
| | 0/, | | | | |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY | |
| | | | | COUNTRY | |
| 2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2a. TYPE OF ORGANIZATION ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGA | 2g. ORGANIZATIONAL ID #, if any | | |
| DEBTOR | | | | NONE | |
| 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGN | IOR S/P) - insert only one serviced party name /2s a | 30 | | | |
| 32. ORGANIZATION'S NAME | (32) | * / > / | · · · · · · · · · · · · · · · · · · · | | |
| THE MANUFACTURERS LIFE INSURANCE | COMPANY (U.S.A.) | 4 | | | |
| OR 36. INDIVIDUAL'S LAST NAME | FIRST NAME | MID DLE | IAME | SUFFIX | |
| | | | | | |
| 3c. MAILING ADDRESS | CITY | STATE | FOOTAL :UDE | COUNTRY | |
| 200 BLOOR STREET EAST, NT6 | TORONTO | ONT | M4W 1 25 | CANADA | |
| 4 | | | | | |

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A

1200542

| | | CONSIGNEE/COI | | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING |
|---|--------------------------------|---------------|---------------------------------|----------------------|--------------------|-------------|-------------------|
| 6. This FINANCING STATEMENT is to be filed (I ESTATE RECORDS. Attach Addendum | for record] (or recorded) in t | | Theck to REQUE ADDITIONAL FE | ST SEARCH REPO El | RT(S) on Debtor(s) | All Debtors | Debtor 1 Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA | | | | | | | |

EXHIBIT A

- (a) <u>Land</u>. The real property described in <u>Exhibit B</u> attached hereto and made a part hereof (the "Land");
- (b) <u>Additional Land</u>. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land that may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;
- (c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Lara (the "Improvements");
- (d) <u>Ersements</u>. All easements, rights-of-way or use, rights, strips of land, streets, ways, alleys, passages, sower rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, property, possession, claim and demand whats sever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) <u>Fixtures and Personal Property</u>. All machinery, equipment, fixtures (including, but not limited to all heating, air conditioning, rambing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or will have an interest, now or hereafter located upon the Land or the Improvements, or appurtenant thereto, and used in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or will have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or used in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State of Illinois (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage and Security Agreement dated the 14th day of December, 2001 made by Debtor in favor of Secured Party (the "Security Instrument") and all proceeds and products of the above;
- (f) <u>Leases and Rents</u>. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder,

including all guarantees, letters of credit and any other credit support given by any guarantor in connection therewith, cash or securities deposited under the Leases to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

- (g) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (h) <u>Insurance Proceeds</u>. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance jougnents, or settlements made in lieu thereof, for damage to the Property;
- (i) <u>Rights</u>. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and while an Event of Default (defined in Section 10.1 of the Security Instrument) exists, to appear in and defend any action or proceeding brought with respect to the Frozerty;
- Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title are interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default exists, to receive and collect any sums payable to Debtor thereunder;
- (k) <u>Intangibles</u>. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property, if any;
- (l) <u>Conversion</u>. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (m) <u>Secondary Financing</u>. All of Debtor's right, power, or privilege to further encumber any of the Property for debt, it being intended by this provision to divest Debtor of the

power to encumber, or to grant a security interest in any of the Property as security for the performance of any other obligation; and

(n) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (m) above.



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EXHIBIT B

PARCEL 1:

LOT 1 IN SOUTHWICK'S SUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND RESUBDIVISION OF LOT 2 IN ANDERSON'S RESUBDIVISION OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2.

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTANANT TO PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM EAST WOODFIELD ROAD CREATED IN THE EXSMENT AGREEMENT DATED MAY 29, 2001 AND RECORDED MAY 30, 2001 AS DOCUMENT 00104570/5 MADE BY AND BETWEEN LASALLE BANK N.A., AS SUCCESSOR TRUSTEE TO NBD TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1991 AND KNOWN AS TRUST NUMBER 1237-CH AND PARKWAY CORPORATE PLACE, L.L.C., ALL OVER, UPON AND ACROSS THE LAND DESCRIBEL AS:

THE SOUTH 152.00 FEET OF THE LAST 25.00 FEET OF LOT 2 IN OXFORD CAPITAL PARTNERS' RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN ANDERSON'S THIRD RESUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN LADERSON'S SECOND RESUBDIVISION, A RESUBDIVISION OF ANDERSON'S RESUBDIVISION OF PART OF LOT 11 IN ANDERSON'S WOODFIELD PARK, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORE ALD; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT, 20.00 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID LOT, 20.00 FEET EAST OF THE SOUTHWEST CORNER THERFOR; THENCE WEST ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.:

07-13-101-009

Address:

1300 E. Woodfield Road, Schaumburg, IL