

UNOFFICIAL COPY



Return To:

LEXIS Document Services
135 S. LaSalle St., Suite 2260
Chicago, IL 60603
Phone: (312) 201-1273

0020060258

1251/0145 30 001 Page 1 of 7
2002-01-15 14:03:51
Cook County Recorder 33.50



1710395 - 4



0020060258

UPS (UP TR N) - ("B")
Debtor: Enterprise Center X, L.P.
Juris: Recorder of Deeds, Cook County, IL

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 Enterprise Center X, L.P.									
OR		1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS c/o The Prime Group 77 W. Wacker, Ste. 3900					CITY Chicago		STATE IL	POSTAL CODE 60601	COUNTRY USA
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Partnership	1f. JURISDICTION OF ORGANIZATION Illinois		1g. ORGANIZATIONAL ID #, if any S006259		<input type="checkbox"/> 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		<input type="checkbox"/> 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 Cole Taylor Bank, as Trustee									
OR		3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 111 W. Washington Street					CITY Chicago		STATE IL	POSTAL CODE 60604	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof.

PIN(S): LOT 6: 26-31-303-014-0000 LOT 14: 26-31-303-012-0000

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS - Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

1710395-4B

UNOFFICIAL COPY

20060258

SCHEDULE A
TO UCC FINANCING STATEMENT
BETWEEN
ENTERPRISE CENTER X, L.P., AS DEBTOR
AND
COLE TAYLOR BANK, AS TRUSTEE, AS SECURED PARTY

Reference is made to the Mortgage, Fixture Filing and Security Agreement with Assignment of Leases and Rents, dated January 2, 2002, made by Debtor to Secured Party (the "Mortgage"). This financing statement shall cover all of Debtor's right, title and interest in and to the following:

All Buildings and Improvements and Collateral now or hereafter placed upon the Realty;

All of Debtor's right, title and interest in and to all appurtenances, easements, estates, rights, interests, liberties, privileges, servitudes, rights-of-way, ways, streets, alleys, prescriptions, tenements, hereditaments, waters, watercourses, riparian rights, water rights, and advantages thereunto belonging or in any way appertaining, whether created by contract, municipal ordinance or otherwise; and all Rents arising therefrom and for use thereof;

All right, title and interest of Debtor now owned or hereafter acquired in and to any land lying within the right of way of any street, open or proposed, adjoining the Realty, and any and all sidewalks, alleys and strips and gores of land contiguous or adjacent to or used in connection with the Realty;

All Fixtures;

All right, title and interest of Debtor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Realty or under or above the same, or any part or parcel thereof;

All right, title and interest of Debtor in and to any and all bonuses, rents and royalties accrued or to accrue under all gas or mineral leases and all right, title and interest of Debtor in and to all Leases, rents, royalties, profits, revenues, income, and other benefits arising from the use and enjoyment of all or any portion of the Realty, or from any contract pertaining to such use or enjoyment, now existing or which may hereafter come into existence;

All the estate, interest, right, title, reversions, remainders, and other claims or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire or own in the Realty and any Buildings and Improvements thereon, and all right, title and interest of Debtor in and to any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Realty, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All Intangibles;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

All other right, title, interest, estate or other claims of every kind and character, both in law and in equity, which Debtor now has or at any time hereafter acquires in and to the Realty and Buildings and Improvements thereon and all Property of Debtor that is used or useful in connection with the Realty and the Buildings and Improvements located thereon; and

TOGETHER WITH all proceeds and products of the foregoing.

The following terms shall have the following meanings when used in this Financing Statement:

Buildings and Improvements: All buildings, structures and improvements now or hereafter situated, placed or constructed upon the Realty or any part thereof owned by Debtor including but not limited to, any and all industrial buildings, hotels, shopping centers, office buildings, apartment buildings, houses, garages, carports, clubhouses, warehouses, utility sheds, workrooms, swimming pools, tennis courts, sidewalks, parking areas, drives, retaining walls, fences, gates, grading, terracing and other improvements and appurtenances thereto, and any and all additions, alterations and betterments to such buildings, structures and improvements now or hereafter situated, placed or constructed upon the Realty or any part thereof.

Collateral: Subject to the Permitted Exceptions (as defined in the Mortgage), all the following personal property and fixtures now or hereafter owned by Debtor and used in connection with the Real Property: goods, equipment, furnishings, fixtures, furniture, chattels, books and records and personal property of whatever nature owned by Debtor now or hereafter attached or affixed to or used in and about the Buildings and Improvements; and the accessions and appurtenances thereto; all renewals or replacements of or substitutions for any of the foregoing; all building materials and equipment now or hereafter delivered to the Realty and intended to be installed or incorporated therein; all Rents held by or for the benefit of Debtor; all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Realty; all Intangibles; all proceeds from any casualty insurance policy claim affecting the Realty and all proceeds from any condemnation award or settlement affecting the Realty; all funds, accounts, deposit accounts, inventory, instruments, documents, general intangibles, including Debtor's right, title and interest in trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Realty; and all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Realty. Collateral shall also include, but not be limited to, the following property owned by Debtor and used in connection with the Realty: radios, communication equipment, computers, and all hardware and software therefor, call signaling equipment, sprinkler and alarm systems, telephone systems, window screens, storm windows, shades, ranges, refrigerators, washing machines, dryers, engines, generators, transformers, machinery, pumps, motors, compressors, boilers, condensing units, fuel storage tanks, disposals, dishwashers, tables, chairs, drapes, rods, beds, springs, mattresses, lamps, hoses, tools, lawn equipment, sofas, dressers, mirrors, televisions, furniture, television antenna systems, television cable systems, recreational equipment, fire extinguishing equipment, elevators, speakers, signs, supplies, office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

equipment, carpeting, tools, light fixtures, plans, specifications, unexpired claims, warranties, guaranties, indemnifications, sureties, contracts, licenses and permits and all renewals, replacements and substitutions thereof.

Fixtures: All materials, fixtures, goods and equipment, including additions thereto, which Debtor now owns or at any time hereafter acquires, and which are now or at any time hereafter attached or affixed to the Realty, including but not limited to, all electrification equipment and power lines, whether owned individually or jointly with others (to the extent of Debtor's interest therein), water supply equipment and water tanks, all heating, lighting, cooking, refrigeration, washing, drying, plumbing, ventilating, incinerating, water heating, radio communications equipment, call signaling equipment and alarm system equipment, computers, telephone and television equipment and lines, electrical dishwashing equipment, air conditioning equipment, engines, machinery, generators, transformers, elevators, pumps, hoods, bookcases, cabinets, sprinklers, fire extinguishing equipment, electrical wiring, pipe, and floor coverings; all built in equipment as shown by plans and specifications; recreation equipment, including swimming pools, saunas, steam rooms, whirlpools and exercise equipment; all installations of any kind specially designed for the Realty; and all accessories, parts, replacements and substitutions thereof and additions thereto.

Intangibles: Debtor's interest in and to all (i) governmental permits or licenses, tradenames, construction contracts, architectural agreements, engineering agreements, plans and specifications, soil test reports, toxic waste reports, computer programs and other software, working drawings, utility agreements, and any and all other agreements applicable to the Realty, (ii) contracts now or hereafter entered into by and between Debtor and any other party as well as all right, title and interest of Debtor in and to any subcontract providing for the construction, installation, restoration or modification of any of the improvements to or on any of the Realty and the furnishing of any materials, supplies, equipment or labor in connection therewith, (iii) plans, specifications and drawings, including but not limited to mechanical, electrical, architectural and engineering plans and studies relating to systems thereof, systems used in connection with any construction heretofore or hereafter prepared by any architect, engineer or consultant, directly or indirectly relating to the Realty, (iv) agreements now or hereafter entered into with any party in respect to architectural, engineering, management, consulting maintenance and security services rendered or to be rendered in respect to the planning, design, operation, maintenance, supervision and inspection of the Realty, (v) commitments issued by any lender or investor other than the Secured Party to finance, invest or refinance all or any portion of the Realty, and (vi) completion, payment performance, labor or materialman's bond or any other bond relating to the construction or modification of any of the Realty.

Leases: All leases and other agreements for the use and occupancy of all or any portion of the Realty together with any and all extensions and renewals thereof and any and all further leases including subleases upon all or any part of the Realty.

Realty: The parcel or parcels of land which are located in Cook County, State of Illinois all as described in SCHEDULE "B" attached hereto.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Rents: All rents, security deposits, income, receipts, royalties, revenues, issues, profits, damages and other income in any form and of any nature now due to Debtor or which may become due or to which Debtor may now or hereafter become entitled, or make demand or claim for, including, without limitation, any income of any nature becoming due during any redemption period, arising or issuing from or out of the Leases or from or out of the Realty, or any part thereof, including, without limitation, rent derived from all Leases, or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, provided, that any security deposits which may hereafter be held under Leases shall be held and utilized by Secured Party in accordance with the terms of the Leases, including, further, the right upon the happening of any Event of Default (as such term is defined in the Mortgage) to receive and collect the rents thereunder, and all bonuses, royalties, parking or common area maintenance contributions, tax or insurance contributions, deficiency rents and liquidated damages following default in any Lease, any premium payable by any tenant upon exercise of any option provided in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Realty or the Buildings and Improvements, together with any and all rights and claims of any kind which Debtor may have against any tenant under the Leases or any subtenants or occupants of the Realty.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SCHEDULE B
TO UCC FINANCING STATEMENT
BETWEEN
ENTERPRISE CENTER X, L.P., AS DEBTOR
AND
COLE TAYLOR BANK, AS TRUSTEE, AS SECURED PARTY

LEGAL DESCRIPTION
ENTERPRISE CENTER X, L.P.

PAGE 1

LOT 6
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF
INTERSECTION OF THE EAST LINE OF SOUTH TORRENCE AVENUE,
BEING A LINE 100 FEET EAST OF AND PARALLEL WITH THE WEST
LINE OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID, WITH
THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 36 IN
BLOCK 4 IN FORD ANNEX, BEING A SUBDIVISION OF THE EAST 1/2
OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE
SOUTH 89 DEGREES 34 MINUTES 32 SECONDS EAST, ALONG SAID
EASTERLY EXTENSION, 50.00 FEET TO THE EAST LINE OF SOUTH
TORRENCE AVENUE BEING A LINE 50 FEET EAST OF AND PARALLEL
WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 0
DEGREES 25 MINUTES 08 SECONDS WEST, ALONG THE AFORESAID
EAST LINE, 576.82 FEET TO A POINT ON THE NORTH LINE OF THE
SOUTH 1394.40 FEET OF SAID SOUTHWEST 1/4; THENCE NORTH 89
DEGREES 32 MINUTES 05 SECONDS EAST, ALONG THE AFORESAID
NORTH LINE, 188.08 FEET; THENCE SOUTH 45 DEGREES 27
MINUTES 55 SECONDS EAST, 19.80 FEET TO A POINT ON THE
NORTH LINE OF THE SOUTH 1380.40 FEET OF SAID SOUTHWEST
1/4; THENCE NORTH 89 DEGREES 32 MINUTES 05 SECONDS EAST,
ALONG THE AFORESAID NORTH LINE, 1704.13 FEET; THENCE SOUTH
0 DEGREES 23 MINUTES 13 SECONDS EAST, 561.00 FEET TO A
POINT ON THE NORTH LINE OF THE SOUTH 819.40 FEET OF SAID
SOUTHWEST 1/4, SAID POINT BEING ALSO THE POINT OF
BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE
CONTINUING SOUTH 0 DEGREES 23 MINUTES 13 SECONDS EAST,
441.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH
377.50 FEET OF SAID SOUTHWEST 1/4; THENCE NORTH 89
DEGREES 32 MINUTES 05 SECONDS EAST, ALONG THE AFORESAID
NORTH LINE, 642.76 FEET, TO A POINT ON A LINE DRAWN 55.50
FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID
SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 17 MINUTES 21
SECONDS WEST, ALONG SAID PARALLEL LINE, 479.50 FEET TO A
POINT ON THE NORTH LINE OF THE SOUTH 857.00 FEET OF SAID
SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 32 MINUTES 05
SECONDS WEST, ALONG THE AFORESAID NORTH LINE, 584.31 FEET;
THENCE SOUTH 22 DEGREES 36 MINUTES 46 SECONDS WEST, 40.87
FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 819.40 FEET
OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 32 MINUTES
05 SECONDS WEST, ALONG THE AFORESAID NORTH LINE, 43.30
FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN
COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

LEGAL DESCRIPTION
ENTERPRISE CENTER X, L.P.

PAGE 2

LOT 12

THAT PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD COMPANY, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 31 AFORESAID; THENCE NORTH 44 DEGREES 33 MINUTES 31 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, 1376.98 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING NORTH 44 DEGREES 33 MINUTES 31 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, 670.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1470.40 FEET OF THE SOUTHEAST 1/4 OF SECTION 31 AFORESAID; THENCE SOUTH 89 DEGREES 32 MINUTES 45 SECONDS WEST, ALONG THE AFORESAID NORTH LINE, 448.32 FEET TO A POINT ON A LINE DRAWN 73.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH 0 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE, 90.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1380.40 FEET OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH 89 DEGREES 32 MINUTES 45 SECONDS WEST, ALONG THE AFORESAID NORTH LINE, 73.00 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 89 DEGREES 32 MINUTES 05 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 1380.40 FEET OF THE SOUTHWEST 1/4 OF SECTION 31 AFORESAID, 55.50 FEET TO A POINT ON A LINE DRAWN 55.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 AFORESAID; THENCE SOUTH 0 DEGREES 17 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE, 367.04 FEET TO A POINT ON A LINE PASSING THROUGH THE POINT OF BEGINNING BEARING SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST, 1045.22 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office