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2002-07-02 11:23:39

Cook County Recorder

45.50



0020731608

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MARK C. SIMON
KATTEN MUCHIN LAVER
525 W MONROE #1600
CHICAGO, IL 60661

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

LAKESHORE EAST LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1 WEST SUPERIOR, SUITE 200

CITY

CHICAGO

STATE

IL

POSTAL CODE

60611

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability co.

1f. JURISDICTION OF ORGANIZATION

ILLINOIS

1g. ORGANIZATIONAL ID #, if any

IL 00425125-L

☐ 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

LASALLE BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

135 SOUTH LASALLE STREET

CITY

CHICAGO

STATE

IL

POSTAL CODE

60603

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST, WHETHER NOW OWNED OR
HEREAFTER ACQUIRED, IN AND TO THE COLLATERAL MORE PARTICULARLY
DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.

NNNT N990167F 25 230 AA

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

FILE WITH COOK COUNTY, ILLINOIS

12/3

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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		
LAKESHORE EAST LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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
				<input type="checkbox"/> NONE

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

12a. ORGANIZATION'S NAME				
OR	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 EXHIBIT B ATTACHED HERETO
AND BY THIS REFERENCE MADE A
PART HEREOF.

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'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

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DEBTOR: LAKESHORE EAST LLC, an Illinois limited liability company

SECURED PARTY: LASALLE BANK NATIONAL ASSOCIATION

EXHIBIT A TO UCC FINANCING STATEMENT

COLLATERAL DESCRIPTION

1. The real estate described in Exhibit B attached hereto and made a part hereof (including any interest thereon that may be acquired by Debtor hereafter) and all of its estate, right, title and interest therein, now or hereafter acquired, situate, lying and being in the City of Chicago, County of Cook and State of Illinois which, with the property hereinafter described, is referred to as the "Premises";

2. The real estate described in Exhibit C attached hereto (the "Additional Land"), from and after the date that the City of Chicago enacts a vacation ordinance vacating its interest in such Additional Land, at which time such Additional Land shall be deemed part of the Premises for all purposes;

3. All improvements, tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and including but not limited to all of the following property now or at any time hereafter owned by Debtor or in which Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right title or interest therein: (a) all fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises, or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, building or construction materials, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all personal property owned by Debtor and now or hereafter used for similar purposes in or on the Premises; (b) Debtor's right, title, and interest in all articles or parts now or hereafter affixed to the property described in (a) above and used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon; and (c) Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including without limitation inventories located thereon, together with files, books of account, and other records (the "Improvements");

4. All of Debtor's right, title and interest in all reciprocal easement agreements, operating agreements, and agreements between Debtor and any retail tenants, easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Premises or under or above the same or any part or parcel thereof, including but not limited to Debtor's rights in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East made by and between Debtor, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;
5. All of Debtor's right, title and interest in all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Premises or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;
6. All of Debtor's right, title and interest in all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;
7. All of Debtor's right, title and interest in all interest rate protection products, cash funds, deposit accounts, and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party or Standard Bank and Trust Company and Citizens Financial Services, FSB (said lending institutions, and their respective permitted successors and assigns, are collectively the "**Bank**") pursuant to the mortgage, the loan agreement, or any other of the loan documents between Debtor and Secured Party;
8. All of Debtor's right, title and interest in all leases, subleases, licenses, concessions and occupancy agreements (the "**Leases**") of all or any part of the Premises or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits of the Premises or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, subtenants, lessees or licensees, as applicable, of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to Debtor's license to collect the rents as set forth herein;
9. All of Debtor's right, title and interest in all contracts and agreements now or hereafter entered into covering any part of the Premises or the Improvements (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, development agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management, operation, leasing, sale, maintenance or repair of any part of the Premises or the Improvements, including,

but not limited to (a) any agreement with Kerr-McGee Chemical, LLC relating to environmental remediation at the Premises, and (b) those certain Environmental Escrow Instructions between LaSalle Bank National Association (as successor to American National Bank and Trust Company of Chicago), as Trustee, under Trust Nos. 45250, 45251, 46968, 56375 and 115883-08, PepsiAmericas, Inc. (f/k/a Whitman Corporation, a Delaware corporation), Mid-America Improvement Corporation, an Illinois corporation, and Illinois Center Plaza Venture, an Illinois limited partnership, Debtor and Near North National Title Company;

10. All of Debtor's right, title and interest in all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;

11. All of Debtor's right, title and interest in all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, or any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the "General Intangibles");

12. All of Debtor's right, title and interest in all water taps, sewer taps, certificates of use and occupancy (or their equivalent), permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter owned by Debtor and located or installed on the Premises or the Improvements;

13. All of Debtor's right, title and interest in all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

14. All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Premises or the Improvements including any unearned premiums thereon;

15. All of Debtor's right, title and interest in all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Premises or the Improvements with respect to any period in which the Mortgage encumbers the Premises or the Improvements; and

16. All other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

Property of Cook County Clerk's Office

DEBTOR: LAKESHORE EAST LLC, an Illinois limited liability company

SECURED PARTY: LASALLE BANK NATIONAL ASSOCIATION

EXHIBIT B TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF NORTH COLUMBUS DRIVE (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 5TH DAY OF JUNE 1972, AS DOCUMENT 21925615) SAID POINT BEING 300.00 FEET, MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF INTERSECTION OF SAID EAST LINE (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 11TH DAY OF DECEMBER, 1972, AS DOCUMENT 25276446) AND RUNNING

THENCE NORTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 468.88 FEET TO A POINT WHICH IS 768.88 FEET, AS MEASURED ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF, NORTH OF THE INTERSECTION WITH SAID NORTH LINE OF EAST RANDOLPH STREET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 160.57 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 146.62 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 221.17 FEET;

THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 141.11 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 5TH DAY OF JUNE, 1972 AS DOCUMENT NUMBER 21925615;

THENCE SOUTHEASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (DEFLECTING 94 DEGREES 35 MINUTES 31 SECONDS TO THE RIGHT FROM THE NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 390.00 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST LINE OF NORTH FIELD BOULEVARD, 127.00 FEET WIDE, AS SAID NORTH FIELD BOULEVARD WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER 1986 AS DOCUMENT 86597179;

PARCEL 1 CONTINUED:

THENCE SOUTHEASTWARDLY ALONG THE SOUTHERLY LINE OF EAST WACKER DRIVE, AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY SAID INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER, 1986 AS DOCUMENT 86597178 (SAID SOUTHERLY LINE DEFLECTING 94 DEGREES 48 MINUTES 48 SECONDS TO THE RIGHT FROM THE NORTHWARD EXTENSION OF SAID WEST LINE OF NORTH FIELD BOULEVARD), A DISTANCE OF 127.45 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF NORTH FIELD BOULEVARD, AFORESAID;

THENCE CONTINUING SOUTHEASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE AS DEDICATED AND CONVEYED BY DOCUMENT NUMBER 86597178 (DEFLECTING 96 DEGREES 28 MINUTES 40 SECONDS TO THE RIGHT WITH THE NORTHWARD EXTENSION OF SAID EAST LINE OF NORTH FIELD BOULEVARD), A DISTANCE OF 351.08 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE STRIP OF LAND 66.00 FEET WIDE, AS DEDICATED AND CONVEYED FOR PUBLIC UTILITIES TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER, 1986 AS DOCUMENT 86597181;

THENCE CONTINUING SOUTHEASTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE AS DEDICATED AND CONVEYED BY SAID DOCUMENT NUMBER 86597178 (SAID SOUTHERLY LINE DEFLECTING 94 DEGREES 35 MINUTES 50 SECONDS TO THE RIGHT WITH THE NORTHWARD EXTENSION OF SAID WEST LINE OF THE 66.00 FOOT WIDE STRIP OF LAND, AFORESAID), A DISTANCE OF 440.26 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH LAKE SHORE DRIVE, AS SAID NORTH LAKE SHORE DRIVE WAS DEDICATED BY INSTRUMENT RECORDED ON THE 14TH DAY OF MARCH 1979 AS DOCUMENT 24879733;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, DEFLECTING 85 DEGREES 24 MINUTES 10 SECONDS TO THE RIGHT FROM AN EASTWARD EXTENSION OF THE LAST DESCRIBED COURSE A DISTANCE OF 356.12 FEET;

THENCE CONTINUING SOUTHWARDLY ALONG SAID WESTERLY LINE OF NORTH LAKE SHORE DRIVE, SAID WESTERLY LINE BEING HERE AN ARC OF A CIRCLE CONCAVE WESTERLY AND HAVING A RADIUS OF 5719.58 FEET, AN ARC DISTANCE OF 71.34 FEET (THE CHORD OF SAID ARC DEFLECTING 04 DEGREES 17 MINUTES 51.5 SECONDS TO THE RIGHT FROM A SOUTHWARD EXTENSION OF THE LAST DESCRIBED COURSE AND HAVING A LENGTH OF 71.34 FEET);

THENCE CONTINUING SOUTHWARDLY ALONG SAID WESTERLY LINE OF NORTH LAKE SHORE DRIVE (SAID WESTERLY LINE BEING HERE A STRAIGHT LINE DEFLECTING 00 DEGREES 21 MINUTES 26.5 SECONDS TO THE RIGHT FROM A SOUTHWARD EXTENSION OF SAID LAST DESCRIBED CHORD), A DISTANCE OF 104.17 FEET TO AN INTERSECTION WITH A LINE WHICH IS 231.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF HARBOR POINT UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED ON THE 13TH DAY OF DECEMBER, 1974 AS DOCUMENT 22935649;

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 425.04 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN THE PLAT OF LAKE FRONT PLAZA SUBDIVISION (BEING A SUBDIVISION RECORDED ON THE 30TH DAY OF APRIL, 1962 AS DOCUMENT 18469161);

PARCEL 1 CONTINUED :

THENCE SOUTH ALONG SAID NORTHWARD EXTENSION OF SAID EAST LINE OF PARCEL "A", SAID NORTHWARD EXTENSION BEING PERPENDICULAR TO THE LAST DESCRIBED LINE (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND 66.00 FEET WIDE, DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED OF THE 14TH DAY OF MARCH, 1979 AS DOCUMENT 24879730), A DISTANCE OF 176.19 TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL "A" AND THE WESTWARD EXTENSION THEREOF (SAID NORTH LINE BEING A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE), A DISTANCE OF 461.33 FEET TO AN INTERSECTION WITH THE WEST LINE OF NORTH FIELD BOULEVARD, AS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86597179, AFORESAID;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH FIELD BOULEVARD, A DISTANCE OF 61.41 FEET TO A POINT ON SAID WEST LINE WHICH IS 179.57 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWARD EXTENSION THEREOF, WITH THE NORTH LINE OF EAST RANDOLPH STREET; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF THE STRIP OF LAND 66.00 FEET WIDE, DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY DOCUMENT NUMBER 86597180, A DISTANCE OF 179.06 FEET TO AN INTERSECTION WITH A LINE WHICH IS 606.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE;

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, WHICH LINE IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 105.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 42.00 FEET;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.19 FEET TO AN INTERSECTION WITH THE NORTH LINE OF EAST RANDOLPH STREET, AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO SAID CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 11TH DAY OF DECEMBER, 1979 AS DOCUMENT 25276446;

THENCE WEST ALONG SAID NORTH LINE OF EAST RANDOLPH STREET, A DISTANCE OF 229.01 FEET TO AN INTERSECTION WITH A LINE WHICH IS 335.00 FEET, MEASURED PERPENDICULARLY, EAST OF AND PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 303.61 FEET;

THENCE WEST ALONG A LINE WHICH IS PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID EAST LINE OF N. COLUMBUS DRIVE WHICH IS 300.00 FEET, AS MEASURED ALONG SAID EAST LINE (AND THE SOUTHWARD EXTENSION THEREOF), NORTH OF

THE INTERSECTION OF SAID EAST LINE WITH SAID NORTH LINE OF E. RANDOLPH STREET AND RUNNING

PARCEL 1 CONTINUED:

THENCE NORTH ALONG SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 468.88 FEET TO A POINT WHICH IS 768.878 FEET, AS MEASURED ALONG SAID EAST LINE AND THE SOUTHWARD EXTENSION THEREOF, NORTH OF THE INTERSECTION WITH SAID NORTH LINE OF EAST RANDOLPH STREET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 285.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 468.88 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT ON THE EAST LINE OF N. COLUMBUS DRIVE WHICH IS 768.88 FEET NORTH OF THE INTERSECTION WITH THE NORTH LINE OF E. RANDOLPH STREET AND RUNNING

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 160.57 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREINAFTER DESCRIBED EXCEPTION;

THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 146.62 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 124.43 FEET;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 146.62 FEET;

THENCE WEST ALONG SAID LINE PERPENDICULAR TO THE EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 124.43 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING FROM THE ABOVE TRACT OF LAND THOSE PARTS COMPRISING THE STRIPS OF LAND HAVING AN EVEN WIDTH OF 66.00 FEET, AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM, AS SAID STRIPS OF LAND WERE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENTS RECORDED ON THE 12TH DAY OF DECEMBER 1986 AS DOCUMENTS 86597180, 86597181, AND 86597182;

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PARCEL 1 CONTINUED :

AND ALSO EXCEPTING THAT PART COMPRISING THE STRIP OF LAND, 66 FEET WIDE, AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.92 FEET ABOVE CHICAGO CITY DATUM AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED ON MARCH 14, 1979 AS DOCUMENT 24879730;

AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THAT PART OF NORTH FIELD BOULEVARD AS DEDICATED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER 1986 AS DOCUMENT 86597179, WHICH PART OF N. FIELD BOULEVARD LIES WITHIN THE BOUNDARIES OF SAID TRACT OF LAND.

Parcel 2 :

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED CONCURRENTLY HERewith.

PARCEL 3 :

EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING CONSTRUCTION EASEMENT, PARKING AND USE EASEMENT AND SUPPORT COLUMN EASEMENT, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY PARCEL 3 DEVELOPMENT AND EASEMENT AGREEMENT DATED AS OF JUNE 26, 2002 AND RECORDED CONCURRENTLY HERewith, MADE BY AND BETWEEN LAKESHORE EAST LLC AND LAKESHORE EAST PARCEL P LLC.

PARCEL 4 :

EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING CONSTRUCTION EASEMENT AND PARKING AND USE EASEMENT, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY PARCEL 15 DEVELOPMENT AND EASEMENT AGREEMENT DATED AS OF JUNE 26, 2002 AND RECORDED CONCURRENTLY HERewith, MADE BY AND BETWEEN ASN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC AND LAKESHORE EAST LLC.

DEBTOR: LAKESHORE EAST LLC, an Illinois limited liability company

SECURED PARTY: LASALLE BANK NATIONAL ASSOCIATION

EXHIBIT C TO UCC FINANCING STATEMENT

DESCRIPTION OF ADDITIONAL LAND

THOSE PARTS COMPRISING THE STRIPS OF LAND HAVING AN EVEN WIDTH OF 66.00 FEET AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM, AS SAID STRIPS OF LAND WERE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENTS RECORDED ON THE 12TH DAY OF DECEMBER 1986 AS DOCUMENTS 86597180, 86597181, AND 86597182;

AND ALSO THAT PART COMPRISING THE STRIP OF LAND, 66 FEET WIDE, AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.92 FEET ABOVE CHICAGO CITY DATUM AS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY INSTRUMENT RECORDED ON MARCH 14, 1979 AS DOCUMENT 24879730;

AND ALSO THAT PART OF NORTH FIELD BOULEVARD AS DEDICATED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED ON THE 12TH DAY OF DECEMBER 1986 AS DOCUMENT 86597179, WHICH PART OF N. FIELD BOULEVARD LIES WITHIN THE BOUNDARIES OF SAID TRACT OF LAND.

UNOFFICIAL COPY

0020731608

Property Address:

221 Columbus Drive, Chicago, IL

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