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Cook County Recorder

37.50

LICC F	INANCING STATEMENT
	INSTRUCTIONS (front and back) CAREFULLY
FOLLOW	[NSTRUCTION (INC. AT SILES Instignal)

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

C After recording return to:

02-01954



LandAmerica Financial Group, Inc. A 7557 Rambler Rd., Suite 1200, L.B. 31 Dallas, TY. 75231 ATTN: Am. Carlson		SPACE IS FOR FILING OFFICE USE	ONLY
1. DEBTOR'S EXACT FULL LEG^_ N/ ME - insert only one debtor name (1a of	or 1b) - do not abbreviate or combine names		
Ta. ORGANIZATION'S NAME ASP Wheelie, L.L.C. R 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. INDIVIDUAL 3 CAST PARTIE		STATE POSTAL CODE	COUNTRY
1c. MAILING ADDRESS	CITY	TX 75240	USA
12155 Noel Road Suite 2300	Dallas	1g. ORGANIZATIONAL ID #, if any	
TAY ID #: SSN OR FIN ADD'L INFO RE 18. TYPE OF ORGA ID THE	11. JURISDICTION OF ORGANIZATION Delaware	2931813	NONE
ORGANIZATION Timited Lightlity Cor ipally			
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only 0 to	de itor name (2a or 2b) - do not abbreviate di com	DATE TRAINE	
2a. ORGANIZATION'S NAME	FIR T NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME	CITY	STATE POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	40.	2g. ORGANIZATIONAL ID #, if any	
2d TAX ID # SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF CAGE NIZATION	2g. ORGANIZA HONAL IO #, II any	□NONE
ORGANIZATION			1 11000
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO	OR S/P) - insert only one secured party name (Ja	or 3b)	
3. SECURED PARTY'S NAME (or TANKE OF TA	CORRECT CADITAL TH	3	
38. ORGANIZATION'S NAME MORGAN STANLEY DEAN WITTER M	ORTGAGE CAPITAL III	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME		
	077/	ST THE POSTAL CODE	COUNTRY
3c. MAILING ADDRESS	New York	NY 1)036	USA
- 1585 Broadway	New Tork		
4. This FINANCING STATEMENT covers the following collateral:	1 Description		

NON-UCC FILING AG. LIEN SELLER/BUYER 5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR F. LESSEE/LESSOR CONSIGNOR F. LESSEE/LESSOR CONSIGNOR F. LESSEE/LESSOR F. LESSEE/LESSEE/LESSOR F. LESSEE/LESSOR F. LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESSEE/LESS BAILEE/BAILOR

8. OPTIONAL FILER REFERENCE DATA

Filed in Cook county, Illinois

See Exhibit A attached hereto for the Legal Description

See Exhibit B attached hereto for the Collateral Description

AME OF FIRST DEBTOR (1a or 1	ack) CAREFULLY 1b) ON RELATED FINANCING STATE	MENI				
9a. ORGANIZATION'S NAME						
ASP Wheelie, L.L.C.		MIDDLE NAME, SUFFIX				
9b. INDIVIDUAL'S LAST NAME	FIRST NAME					
MISCELLANEOUS:						
200					S FOR FILING OFFICE	USE ONLY
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R 11b. INDIVIDUAL'S LAST NAME		FIRST NAME	/~		- -	
	()	CITY	s	TATE	POSTAL CODE	COUNTRY
IC. MAILING ADDRESS					D # if nov	
	FO RE 11e. TYPE OF ORGANIZATION	JURISDICTION OF ORGA	NIZATION 1	1g. ORG	ANIZATIONAL ID #, if any	П
ld. TAX ID #; SSN OR EIN ADD'L INI ORGANIZ	ZATION					
DEBTOR		NAN'F insert only one name	(12a or 12b)			
2. ADDITIONAL SECURED P	ARTY'S or [] ASSIGNANCE	0,				
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OR 12b. INDIVIDUAL'S LAST NAME		FIRST NAME				
12D. 1140141507124 = 1-				STATE	POSTAL CODE	COUNTR
12c. MAILING ADDRESS		CITY			Į.	
(26. WAICHYS 715 - 115 - 1						
13. This FINANCING STATEMENT cove	ors timber to be cut or as-extracted	16. Additional collateral des	enption:			
collateral, or is filed as a fixture	a filing.	Ì	-///			
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LEGAL DESCRIPTION						
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15. Name and address of a RECORD	OWNER of above-described real estate interest):					
15. Name and address of a RECORD (if Debtor does not have a record i	OWNER of above-described real estate interest):					
15. Name and address of a RECORD (if Debtor does not have a record in	· OWNER of above-described real estate interest):	17. Check only if applicate	ole and check <u>only</u> one b	ox.		
15. Name and address of a RECORD (if Debtor does not have a record i	· OWNER of above-described real estate interest):	17. Check only if applicate Debtor is a Trust or	Trustee acting with	respect	ta property held in trust o	r □ Decedent
15. Name and address of a RECORD (if Debtor does not have a record i	· OWNER of above-described real estate interest):	Debtor is a Trust or	Trustee acting with	respect	to property held in trust o	r Decedent
15. Name and address of a RECORD (if Debtor does not have a record i	· OWNER of above-described real estate interest):	Debtor is a Trust or	Trustee acting with ble and check only one to	respect XXX.		r Decedent
15. Name and address of a RECORD (if Debtor does not have a record i	· OWNER of above-described real estate interest):	Debtor is a Trust or 18. Check only if applicat Debtor is a TRANSMI Field in connection w	Trustee acting with ble and check only one to	respect oox. e Transa	action — effective 30 years	r Decedent

20900803 UNOFFICIAL COPY SP WHEELIE, L.L.C.

EXHIBIT A LEGAL DESCRIPTION:

PARCEL 1: (PHASE I)

THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHVEST 1/4, A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY LINE OF EAST KIVER ROAD AS DEDICATED PER DOCUMENT NUMBER 17950750, SAID POINT BEIN THE BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 A DISTANCE OF 515.05 FEE C 10. THE SOUTHEAST CORNER OF THE AFORESAID WEST 15.80 ACRES; THENCE NORTH © DEGREES 05 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 612.44 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH FACE OF A RAMP WALL; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG THE FACE OF SAID RAMP WALL AND ITS EASTERLY AND WESTERLY EXTENSION 268.87 FEET TO A POINT ON THE EAS! FACE OF A PILASTER; THENCE NORTH O DEGREES 25 MINUTES 01 SECONDS WEST ALONG THE EAST FACE OF SAID PILASTER 0.41 FEET TO THE NORTH FACE CF SAID PILASTER; THENCE NORTH 89 DEGREES 14 MINUTES 37 SECONDS WEST ALONG THE NORTH FACE OF SAID PILASTER 2.22 FEET TO THE WEST FACE OF A RAMP WALL; THENCE SOUTH 00 DEGREES 01 MINUTES 01 SECONDS EAST ALONG THE WEST FACE OF SAID RAMP WALL 25.38 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH FACE OF THE CONCRETE LEDGES; THENCE NORTH 89 DEGREES 53 MINUTES 01 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE LEDGES AND THEIR EASTERLY AND WESTERLY EXTENSION 124.18 FEET TO A POINT ON THE NORTHERLY EXTENSIONS OF THE WEST FACE OF OTHER CONCRETE LEDGE; THENCE SOUTH 0 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST FACE OF SAID CONCRETE LEDGES AND THEIR NORTHERLY AND SOUTHERLY EXTENSIONS 90.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH FACE OF OTHER CONCRETE LEDGES; THENCE NORTH 89 DEGREES 48 MINUTES 57 SECONDS WEST ALONG THE NORTH FACE OF SAID CONCRETE LEDGES AND THEIR EASTERLY AND WESTERLY EXTENSIONS 172.24 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF EAST RIVER ROAD AS DEDICATED PER THE AFORESAID DOCUMENT NO. 17950750; THENCE SOUTH 5 DEGREES 44 MINUTES 36 SECONDS EAST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD 517.80 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. PARCEL 2:

UNOFFICIAL COPY²⁰⁹⁰⁰⁸⁰³

THE FOLLOWING DESCRIBED EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS GRANTED AND DEFINED IN A GRANT OF EASEMENT DATED AS OF APRIL 22, 1985 AND RECORDED APRIL 25, 1985 AS DOCUMENT NO. 27525402, AND AMENDED BY SUPPLEMENTAL DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS DATED AS OF JUNE 3, 1987 AND RECORDED JUNE 5, 1987 AS DOCUMENT NO. 87305901.

(A) FOR INGRESS AND EGRESS TO AND FROM HIGGINS ROAD OVER THE AREA DESIGNATED AS "MAIN ACCESS STRIP"; AND DESCRIBED AS FOLLOWS.

THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID WEST 15.80 ACRES; THENCE NORTH 0 DEGREES 05 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 612.44 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH FACE OF A RAMP WALL, SAID POINT OF INTERSECTION BEING THE BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG SAID EASTERLY EXTENSION, 67.00 FEET; THENCE NORTH O DEGREES 05 MINUTES 16 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID WEST 15.80 ACRES 399.01 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS OCCUPIED, THENCE SOUTH 79 DEGREES 09 MINUTES 44 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF HIGGINS ROAD AS OCCUPIED 68.20 FEET 10 THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID WEST 15.80 ACRES, THENCE SOUTH 0 DEGREES 05 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID WEST 15.80 ACRES, 386.32 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(B) FOR INGRESS AND EGRESS TO AND FROM EAST RIVER ROAD OVER THE AREA DESIGNATED AS "EAST RIVER ROAD ACCESS", AND DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 15.80 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 88 DEGREES 10 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 A DISTANCE OF 110.00 FEET TO A POINT ON THE EASTERLY LINE OF EAST RIVER ROAD AS DEDICATED PER DOCUMENT NO. (Continued)

17950750; THENCE NORTH 5 DEGREES 44 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD 517.80 TO THE POINT OF INTERSECTION

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WITH THE WESTERLY EXTENSION OF THE NORTH FACE OF THE CONCRETE LEDGES, SAID POINT OF INTERSECTION BEING THE BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE CONTINUING NORTH 5 DEGREES 44 MINUTES 36 SECONDS WEST ALONG SAID EASTERLY LINE OF EAST RIVER ROAD, 223.38 FEET, THENCE NORTH 85 DEGREES 15 MINUTES 24 SECONDS EAST ALONG A LINE DRAWN PERPENDICULARLY TO SAID EASTERLY LINE 38.00 FEET; THENCE SOUTH 5 DEGREES 44 MINUTES 36 SECONDS EAST PARALLEL WITH SAID EASTERLY LINE 227.32 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH FACE OF THE AFORESAID CONCRETE LEDGES; THENCE NORTH 89 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY EXTENSION 38.20 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF DEGINNING, IN COOK COUNTY, ILLINOIS.

- (C) FOR PEDESTRIAN USE OVER AND ACROSS THE AREA DESIGNATED AS "WALKWAYS" FXCEPT THAT PART THEREOF FALLING WITHIN PARCEL 1 AND;
- (D) FOR "FACILITIFS" PER SECTION 2.2(C) OF SAID DOCUMENT, EXCEPT THAT PART THEREOF FALLING WITHIN PARCEL 1.

PARCEL 3:

AN EASEMENT, FOR THE BENEFIT OF PARCEL 1, AS CREATED AND DEFINED IN THAT CERTAIN EASEMENT AGREFMENT DATED SEPTEMBER 13, 1985 AND RECORDED OCTOBER 28, 1985 AS DCCUMENT NO. 85256432, FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND UPON THE "SUPPLEMENTAL PARCEL" AND DESCRIBED AS FOLLOWS;

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE WEST 15.80 ACRES THEREOF AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF SAID LAST LINE WITH THE SOUTHWESTERLY LINE OF WEST HIGGINS ROAD AS OCCUPIED; THENCE SOUTHEASTERLY 15.00 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTHWESTERLY TO A POINT ON SAID EAST LINE 30.00 FEET SOUTH OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 30.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B **UCC-1 FINANCING STATEMENT**

The Financing Statement ("UCC-1 Financing Statement") covers the following property, rights, interests and estates now owned, or hereafter acquired by the Debtor (collectively, the "Collateral"):

- Land. The real property described in Exhibit A attached hereto and made 1. a part hereof (the "Land");
- Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;
- The buildings, structures, fixtures, Improvements. 3. enlargements extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the 'Improvements");
- Easements. All easements, rights-of-way or use, rights, strips and gores of 4. land, streets, ways, alleys, passages, sewer 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, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, 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;
- Equipment. All "equipment," as such term is defined in Article 9 of the 5. Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic dataprocessing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto

(collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

- All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and 6. Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Figures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;
 - Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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 or states where any of the Property is located (the

- "<u>Uniform Commercial Code</u>"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;
- Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against 8. Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns in and to all cash or securities deposited thereunder 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 (collectively, 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 paymer; of the Debt;
 - 9. Condemnation Avards. 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 limite; 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;
 - 10. <u>Insurance Proceeds</u>. All proceeds in respect of the Property under any insurance policies covering the Property including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damag, to the Property;
 - 11. <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications of proceedings for reduction;
 - 12. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
 - 13. 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 operating any business or activity conducted on the Land and any part

thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

- 14. <u>Trademarks</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and
- 15. <u>Proceeds</u>. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise.

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Ren's and Security Agreement, dated as of July 31, 2002, in the maximum principal amount of \$190,000,000.00, given by Debtor to Secured Party (as same may be amended, restated, extended, consolidated, supplemented or otherwise modified from time to time, the "Security Instrument"), which Mortgage encumbers the estate of Debtor in the Collateral and is intended to be duly-recorded with Cook county, Illinois. Capitalized terms used but not defined herein shall have the meanings assigned in the Security Instrument.