

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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2002-09-24 11:56:55  
Cook County Recorder 34.50

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FRANCESCA SMITH  
MOORE & VAN ALLEN, PLLC  
100 N. TRYON STREET, FLOOR 47  
CHARLOTTE, NC 28202



0021044064

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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

**SHURGARD STORAGE CENTERS, INC.**

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

1c. MAILING ADDRESS

**1155 VALLEY STREET, SUITE 400**

CITY  
**SEATTLE**

STATE POSTAL CODE COUNTRY  
**WA 98109**

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  
**91-1603837** CORPORATION WASHINGTON  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

**BANK OF AMERICA, N.A., AS AGENT**

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

3c. MAILING ADDRESS

**FIFTH AVENUE PLAZA, 800 FIFTH AVENUE SEATTLE**

STATE POSTAL CODE COUNTRY  
**WA 98104**

4. This FINANCING STATEMENT covers the following collateral:

**SEE EXHIBIT A AND SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

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

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## UCC FINANCING STATEMENT ADDENDUM

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### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

**SHURGARD STORAGE CENTERS, INC.**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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### 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'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS OWNER TRUSTEE UNDER THE STORAGE CENTERS TRUST 2001**

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

**229 SOUTH MAIN STREET, 12th FLOOR, MAC: U1228-120**

CITY

**SALT LAKE CITY**

STATE

**UT**

POSTAL CODE

**84111**

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 SCHEDULE 1 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

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):

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, AS OWNER TRUSTEE UNDER THE STORAGE CENTERS TRUST 2001**

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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## EXHIBIT A

### Lessee:

Shurgard Storage Centers, Inc.  
1155 Valley Street  
Suite 400  
Seattle, Washington 98109

### Lessor:

Wells Fargo Bank Northwest, National  
Association, as Owner Trustee under  
the Storage Centers Trust 2001  
MAC: U1228-120  
299 South Main Street, 12th Floor  
Salt Lake City, Utah 84111

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### Assignee of Lessor:

Bank of America, N.A., as Agent  
Fifth Avenue Plaza  
800 Fifth Avenue  
Seattle, Washington 98104-3185

All right, title and interest of the Lessee now existing or hereafter acquired in and to the following:

Each Property, including without limitation the Land, the Improvements, the Equipment, the Fixtures, the other real property and the other personal property described in any Lease Supplement from time to time, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto, whether now owned or hereafter acquired, and all substitutions and renewals of any type or kind and additions, improvements, accessions and accumulations to any and all of the foregoing and all proceeds, both cash and noncash, of any of the foregoing (collectively, the "Collateral").

The Collateral is to be leased under the Lease Agreement dated on or about the Initial Closing Date and the various Lease Supplements executed in connection therewith from time to time (collectively, the "Lease Agreement"), among Lessor, as lessor and Lessee, as lessee.

To the extent the Lease Agreement is deemed to constitute a "security agreement" or to create a "security interest" within the meaning of the Uniform Commercial Code, this financing statement is intended to constitute a Uniform Commercial Code filing with respect to such security interest.

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For purposes of this Uniform Commercial Code Financing Statement, capitalized terms which are not otherwise defined herein shall have the meanings set forth therefor in Appendix A to the Participation Agreement (hereinafter defined). All references in this Exhibit A to any instrument, lease, lease supplement, memorandum, note, certificate, deed, mortgage, deed of trust, chattel paper, agreement and/or any other document of any kind or type shall refer to such as from time to time may be amended, modified, supplemented, restated and/or replaced. Subject to the immediately preceding sentence, the following terms shall have the following respective meanings and shall be equally applicable to the singular and plural forms of the terms defined:

"Equipment" shall mean equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired using the proceeds of the Loans or the Holder Advances by the Construction Agent, the Lessee or the Lessor and all improvements and modifications thereto and replacements thereof, whether or not now owned or hereafter acquired or now or subsequently attached to, contained in or used or usable in any way in connection with any operation of any Improvements, including but without limiting the generality of the foregoing, all equipment described in the Appraisal including without limitation all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, cleaning systems (including without limitation window cleaning apparatus), telephones, communication systems (including without limitation satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Fixtures" shall mean all fixtures relating to the Improvements, including without limitation all components thereof, located in or on the Improvements, together with all replacements, modifications, alterations and additions thereto.

"Improvements" shall mean, with respect to the construction, renovations and/or Modifications on any Land, all buildings, structures, Fixtures, and other improvements of every kind existing at any time and from time to time on or under the Land purchased or otherwise acquired using the proceeds of the Loans or the Holder Advances or which is subject to a Ground Lease, together with any and all appurtenances to such buildings, structures or improvements, including without limitation sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including without limitation all Modifications and other additions to or changes in the Improvements at any time, including without limitation (a) any Improvements existing as of the Property Closing Date as such Improvements may be referenced on the applicable Requisition and (b) any Improvements made subsequent to such Property Closing Date.

"Land" shall mean a parcel of real property described on (a) the Requisition issued by the Construction Agent on the Property Closing Date relating to such parcel and (b) the schedules to each applicable Lease Supplement executed and delivered in accordance with the requirements of Section 2.4 of the Lease.

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“Participation Agreement” shall mean the Participation Agreement dated on or about the Initial Closing Date, among the Lessee, the various parties thereto from time to time as guarantors, the Lessor, not in its individual capacity except as expressly stated therein, the Holders, the Lenders, and the Agent.

“Property” shall mean, with respect to each Permitted Facility that is (or is to be) acquired, constructed and/or renovated pursuant to the terms of the Operative Agreements, the Land and each item of Equipment and the various Improvements, in each case located on such Land, including without limitation each Construction Period Property, each Property subject to a Ground Lease and each Property for which the Basic Term has commenced.

A portion of the above described Collateral is, may or may be affixed to the Land and Improvements described in Schedule 1 attached hereto and made a part hereof. The record owner of the real property described in Schedule 1 is the Lessor.

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Schedule 1

LEGAL DESCRIPTION:

Lots 11, 12, 13 and 14 in Egan's Resubdivision of Lot 7 (except the South 1 Foot thereof) and Lots 15, 16, 17, 18, 19, 20, 21, 22 and 32 and 33 and the private alley South of said Lot 32 in Egan's Resubdivision of Block 24 (except the South 33 Feet of that part lying West of the East 8 Feet of the Original Lot 8 in the Subdivision of said Block 24) in Duncan's Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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