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2002-12-18 09:18:17  
Cook County Recorder 30.00



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022

Attn: Stephen Gliatta, Esq.

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  
SM Newco Burbank, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
c/o DDR\*, 3300 Enterprise Parkway Beachwood OH 44122 USA

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  
LLC Delaware 3562544  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  
GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
600 Steamboat Road Greenwich CT 06830 USA

4. This FINANCING STATEMENT covers the following collateral:

The Property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said Property being located at the premises described in Exhibit A attached hereto and made a part hereof.

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) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Cook County (IL)

BOX 333-CT

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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		
SM Newco Burbank, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:
*c/o Developers Diversified Realty Corporation 3300 Enterprise Parkway Beachwood, OH 44122
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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> 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 <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.
14. Description of real estate:

The Property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said Property being located at the premises described in Exhibit A attached hereto and 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 <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction --- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction --- effective 30 years

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## SCHEDULE A

### TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

NAMING:

SM NEWCO BURBANK, LLC, as Debtor

and

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., as Secured Party

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#### Part I

This Financing Statement covers the following types (or items) of property:

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests, estates, land described in Exhibit A (the "**Premises**"), the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**"; the Premises, the Improvements and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Mortgaged Property**"):

- (a) all the estate, right, title, claim or demand whatsoever of Debtor either in law or in equity, in possession or expectancy, of, in and to the Mortgaged Property or any part thereof;
- (b) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights, and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (c) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and

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nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "*Equipment*"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "*UCC*"), superior in lien to the lien of this Financing Statement;

(d) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(e) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a lease in a bankruptcy proceeding or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "*Rents*"), together with 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 (as defined in Party II of this Financing Statement);

(f) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(g) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(h) all accounts (including, without limitation, reserve accounts), escrows, documents,

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instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

(i) all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

## Part II - Definitions

1. **Debt:** the costs and expenses of enforcing any provision of any Loan Document.
2. **Loan Agreement:** the Loan Agreement dated as of June 27, 2002, as amended, modified, restated, consolidated or supplemented from time to time.
3. **Loan Document(s):** the Note (as defined below), the Mortgage (as defined below), the Loan Agreement and such other documents, as any of the same may from time to time, be modified, amended or supplemented.
4. **Mortgage:** the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Debtor to Secured Party.
5. **Note:** the Note or Notes dated as of June 27, 2002 and made by Debtor and certain affiliates to Secured Party in the maximum aggregate original principal amount of \$151,800,000.

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## LEGAL DESCRIPTION

SM NEWCO BURBANK, LLC

Permanent Index Number: 19-28-401-052-0000

Common address:  
7600 South Lacrosse Avenue  
Burbank, IL 60459

PARCEL 1:

LOT 11 IN EUBANK TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY THE GRANT OF EASEMENT DATED JULY 20, 1983 MADE BY CITY OF BURBANK AND RECORDED NOVEMBER 30, 1983 AS DOCUMENT 26879832 AND FILED AS LR3343591, FOR THE PURPOSE OF DUMPING OF STORM WATER AND OF ESTABLISHING, MAINTAINING AND SERVICING WATER AND STORM AND SANITARY SEWER LINES, PIPES, MANHOLES, CATCH BASINS AND LIFT STATIONS ON THE FOLLOWING DESCRIBED LAND:

(A) THE WEST 120.0 FEET OF THE NORTH 2/12THS OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(B) THE NORTH 33.0 FEET OF THE WEST 130.0 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12THS OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(C) THE WEST 120.0 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(D) THE WEST 120.0 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, AFORESAID, LYING SOUTH OF THE NORTH 10 ACRES THEREOF IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 19-28-401-052-0000

Common address:  
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Burbank, IL 60459



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## LEGAL DESCRIPTION

(continued)

### SM NEWCO BURBANK, LLC

Permanent Index Number: 19-28-401-052-0000

Common address:

7600 South Lacrosse Avenue  
Burbank, IL 60459

(E) THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 AND THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG SAID WEST LINE, 166.97 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 13 DEGREES, 09 MINUTES, 30 SECONDS, (AS MEASURED FROM NORTH TO NORTHWEST WITH THE LAST DESCRIBED COURSE), A DISTANCE OF 420.50 FEET TO THE CENTERLINE OF STATE ROAD; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 135.18 FEET TO A LINE, WHICH IS 120.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE HERETOFORE DESCRIBED COURSE, WHOSE LENGTH WAS 420.50 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE, 339.62 FEET TO AFORESAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE WEST ALONG SAID LINE, 84.26 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY, AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, BURBANK TOWN CENTER, DATED DECEMBER 8, 1983 AND RECORDED DECEMBER 22, 1983 AS DOCUMENT 26906440, AND FILED JANUARY 14, 1984 AS LR3350667, FOR INGRESS AND EGRESS, PARKING, DRAINAGE, UTILITIES, MAINTENANCE AND SELF-HELP, OVER AND UPON:

- (A) THE "TRUST C" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION.
- (B) THE "TRUST A" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 19-28-401-052-0000

Common address:

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