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2003-02-03 11:28:01
Cook County Recorder 46.00



0030160956

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Thomas G. Jaros
Levenfeld Pearlstein
33 West Monroe
21st Floor
Chicago, Illinois 60603

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
CRYSTAL IL 98, L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1300 WEST 35TH STREET CHICAGO IL 60609 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD. LIAB CO. 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 0023372-2 NONE

170265000

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
NAB BANK

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
222 WEST CERMAK ROAD CHICAGO IL 60616 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL ASSETS OF THE DEBTOR SPECIFICALLY DESCRIBED ON THE ATTACHED RIDER

PROPERTY ADDRESS: 1300-16 WEST 35TH STREET, CHICAGO, ILLINOIS 60609

RECORD OWNER: DEBTOR

FILE WITH COOK COUNTY RECORDER

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 28475-43319

BOX 333-CT

UCC FINANCING STATEMENT

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OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1300 WEST 35TH STREET CHICAGO IL 60609 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LTD. LIAB CO. 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 0023372-2 NONE

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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
NAB BANK

OR

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8. OPTIONAL FILER REFERENCE DATA 28475-43319

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 CRYSTAL IL 98, L.L.C		
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:

16. Additional collateral description:

SEE ATTACHED RIDER

SEE ATTACHED RIDER

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

DEBTOR

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

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
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CRYSTAL IL 98, L.L.C			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 <u>one</u> 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 ATTACHED RIDER

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

DEBTOR

16. Additional collateral description:

SEE ATTACHED RIDER

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

NAB Loan No. 59246-01

**NAB BANK
RIDER TO UCC FINANCING STATEMENT**

Debtor

Secured Party

CRYSTAL IL 98, L.L.C.

NAB BANK

1. Assigned Documents. Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) the Assigned Documents (*as defined below*);
- (b) all Contract Rights, General Intangibles, privileges and profits from or relating to the Assigned Documents;
- (c) all proceeds and products from the Assigned Documents;
- (d) all Accounts and rights to payment of any amounts arising under, out of or pursuant to the Assigned Documents; and
- (e) all Documents, records and data relating to the Assigned Documents.

2. Other Property. Further, Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of following property owned by Debtor in connection with, arising out of or relating to the Mortgaged Property (*as defined below*):

- (a) any lands occupied by streets, alleys, or public places adjoining said Mortgaged Property or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining to the Mortgaged Property;
- (c) all apparatus, machinery, equipment, and appliances (*whether single units or centrally controlled*) of Debtor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste on the Mortgaged Property;
- (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Debtor at the Mortgaged Property;

(e) all apparatus, machinery, equipment and appliances of Debtor used or useful for or in connection with the maintenance and operation of the Mortgaged Property or intended for the use or convenience of tenants, other occupants, or patrons thereof;

(f) all assets of the Debtor, including all Accounts, Goods, Equipment, Inventory, General Intangibles, Documents, Instruments, Chattel Paper, Investment Property or other items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate *(except to the extent such are owned by tenants of the Mortgaged Property other than Debtor)*;

(g) all of Debtor's now existing and/or owned and hereafter arising or acquired monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee;

(h) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the Mortgaged Property; and

(i) all proceeds of the foregoing.

3. Coverage. The security interests described in Sections 1 and 2 granted by Debtor shall apply to all of the above referenced collateral, wherever located, whether now or hereafter existing, owned, licensed, leased *(to the extent of their ownership interest therein)*, arising and/or acquired to the extent relating to the Mortgaged Property. Debtor shall make appropriate entries upon its financial statements and its books and records disclosing Bank's security interest in the above referenced collateral. Further, Debtor has collaterally assigned to Secured Party all insurance proceeds and condemnation awards relating to the foregoing.

4. Definitions. (a) Unless otherwise defined herein, all capitalized terms shall have the meaning given to such terms in the Illinois Uniform Commercial Code.

(b) The term "Assigned Documents" shall collectively mean all Construction Contracts, Permits, Architectural Documents, and Other Contracts *(as such terms are defined below)*:

(i) "Construction Contracts" shall mean all agreements between Debtor and any person or entity relating to the construction, improvement or development of the Mortgaged Property which is legally described below and all amendments, addenda, supplements, modifications, change orders, extras and extensions to the Construction Contracts, whether made now or hereafter.

(ii) "Permits" shall mean all permits, licenses, approvals, certificates and consents issued by any governmental or private authority or agency relating to the Mortgaged Property, naming Debtor, any of Debtor's agents or in which Debtor has an interest.

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(iii) "Architectural Documents" shall mean all agreements between Debtor and any architect or contractor, and all amendments, supplements, modifications, change orders or extensions of such agreements which relate to the Project or the Mortgaged Property. "Architectural Documents" shall also mean all plans, specifications, drawings and design documents created or delivered in connection with the Mortgaged Property, along with any tests, studies, results or reports performed or prepared in connection therewith.

(v) "Other Contracts" shall mean all other contracts, agreements or documents relating to the construction, ownership, sale or lease of the Mortgaged Property (or any portion thereof), and all amendments, modifications, supplements, change orders, extras or other documents relating thereto which are not Construction Contracts, Permits or Architectural Documents.

(c) The term "Mortgaged Property" and "Project" shall mean the real estate commonly known as 1300-16 West 35th Street, Chicago, Illinois 60609 which is legally described on EXHIBIT A hereto. The record owner of the Mortgaged Property is Debtor.

DEBTOR:

CRYSTAL IL 98, L.L.C., an Illinois limited liability company

Address:

1300 West 35th Street
Chicago, Illinois 60609

By: 

Name: ZHAO JIA CHONG

Title: Authorized Member

NOTE: Pursuant to the terms of the loan agreements between Debtor and Secured Party, Debtor has agreed not to grant any party (other than Secured Party) a security interest in the Collateral described in this financing statement without the prior written consent of Secured Party. Further, Debtor is not permitted to sell the Collateral without the consent of Secured Party.

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**EXHIBIT A
TO
RIDER TO UCC FINANCING STATEMENT**

LEGAL DESCRIPTION

LOT 3 IN BLOCK 2 IN THE SUBDIVISION OF LOTS 31 AND 32 IN ASSESSOR'S DIVISION OF THE NORTHWEST $\frac{1}{4}$ AND THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1880, AS DOCUMENT NUMBER 28474), IN BOOK 15 OF PLATS, AT PAGE 33, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1300-16 WEST 35TH STREET
CHICAGO, ILLINOIS 60609

PIN: 17-32-115-004-0000

NAB Loan No. 59246-01

**NAB BANK
RIDER TO UCC FINANCING STATEMENT**

Debtor

Secured Party

CRYSTAL IL 98, L.L.C.

NAB BANK

1. Assigned Documents. Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) the Assigned Documents (*as defined below*);
- (b) all Contract Rights, General Intangibles, privileges and profits from or relating to the Assigned Documents;
- (c) all proceeds and products from the Assigned Documents;
- (d) all Accounts and rights to payment of any amounts arising under, out of or pursuant to the Assigned Documents; and
- (e) all Documents, records and data relating to the Assigned Documents.

2. Other Property. Further, Debtor grants to Secured Party a Uniform Commercial Code security interest in and to, and collaterally assigns to Secured Party, all of following property owned by Debtor in connection with, arising out of or relating to the Mortgaged Property (*as defined below*):

- (a) any lands occupied by streets, alleys, or public places adjoining said Mortgaged Property or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining to the Mortgaged Property;
- (c) all apparatus, machinery, equipment, and appliances (*whether single units or centrally controlled*) of Debtor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste on the Mortgaged Property;
- (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Debtor at the Mortgaged Property;

(e) all apparatus, machinery, equipment and appliances of Debtor used or useful for or in connection with the maintenance and operation of the Mortgaged Property or intended for the use or convenience of tenants, other occupants, or patrons thereof;

(f) all assets of the Debtor, including all Accounts, Goods, Equipment, Inventory, General Intangibles, Documents, Instruments, Chattel Paper, Investment Property or other items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate *(except to the extent such are owned by tenants of the Mortgaged Property other than Debtor)*;

(g) all of Debtor's now existing and/or owned and hereafter arising or acquired monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee;

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(v) "Other Contracts" shall mean all other contracts, agreements or documents relating to the construction, ownership, sale or lease of the Mortgaged Property (or any portion thereof), and all amendments, modifications, supplements, change orders, extras or other documents relating thereto which are not Construction Contracts, Permits or Architectural Documents.

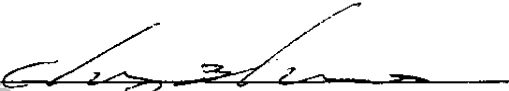
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