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2003-02-24 14:56:22
Cook County Recorder 36.50



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions
135 South LaSalle Street
Suite 2260
Chicago, IL 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
205 WEST RANDOLPH L.L.C.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
200 W. JACKSON, SUITE 1200

CITY: CHICAGO
STATE: IL
POSTAL CODE: 60606
COUNTRY: USA

1d. TAX ID #: SSN OR EIN
ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION: Limited Liability
1f. JURISDICTION OF ORGANIZATION: STATE OF ILLINOIS
1g. ORGANIZATIONAL ID #, if any: 00104795 ONE

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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

2c. MAILING ADDRESS

CITY: CHICAGO
STATE: IL
POSTAL CODE: 60670
COUNTRY: USA

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 ONE, NA

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
1 BANK ONE PLAZA

CITY: CHICAGO
STATE: IL
POSTAL CODE: 60670
COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A FOR DESCRIPTION OF COLLATERAL
SEE ATTACHED EXHIBIT B FOR LEGAL DESCRIPTION OF REAL ESTATE

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAIOLR 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 Co, IL 1767640-2

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER
OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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EXHIBIT "B"

COLLATERAL

DEBTOR: 205 West Randolph, L.L.C., an Illinois limited liability company

SECURED PARTY: Bank One, Illinois, NA, a national banking association

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(a) All of Debtor's fixtures, trade fixtures, business fixtures and other fixtures and facilities and equipment located in or on the premises legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate") now or hereafter attached or affixed to or used in or about the Real Estate or the buildings and other improvements now erected or hereafter to be erected on the Real Estate (collectively the "Improvements"); and the accessions and appurtenances thereto or renewals or replacements of or substitutions for any of the foregoing including all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed or incorporated therein and all apparatus, fixtures, equipment and articles which relate to the use, occupancy and enjoyment of the Real Estate;

(b) All of Debtor's right, title and interest in and to all articles or parts now or hereafter affixed to the property described in the foregoing paragraph or 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 Real Estate;

(c) All of Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Real Estate and located on the Real Estate;

(d) All of the Debtor's "general intangibles" (as defined in the UCC) now owned or hereafter acquired and related to the Real Estate, including, without limitation, all right, title and interest of the Debtor in and to: (i) all agreements, leases, licenses and contracts to which the Debtor is or may become a party relating to the Real Estate or Improvements in which a security interest has been granted pursuant to the Security Agreement; (ii) all obligations or indebtedness owing to the Debtor (other than Accounts) or other rights to receive payments of money from whatever source arising relating to the Real Estate; (iii) all tax refunds and tax refund claims; (iv) all Intellectual Property; and (v) all choses in action and causes of action;

(e) All of the Debtor's "Equipment" as relates to the Real Estate (as defined in the UCC) now owned or hereafter acquired, including, without limitation, all machinery, motor vehicles,

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trucks, trailers and all parts thereof and all other personal property (other than inventory) and all additions and accessions thereto and replacements therefor;

(f) All of Debtor's "Accounts" (as defined in the UCC) now owned or hereafter created or acquired as relates to the Real Estate, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Debtor's rights to and under all purchase orders for goods, services or other property, (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due to or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor), (v) uncertified securities, (vi) the Debtor's rights in, to and under all funds, including interest earned thereon, to be held in that certain bank account to be established by Debtor with Secured Party and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing;

(g) All of the Debtor's "documents" (as defined in the UCC) or other receipts covering as relates to the Real Estate, evidencing or representing goods now owned or hereafter acquired, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person or entity in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

(h) All of the Debtor's "instruments", "chattel paper" or "letters of credit", "certificated" and "uncertificated securities" (each as defined in the UCC) and any replacements therefor as relates to the Real Estate and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which the Debtor now has or hereafter acquires any rights;

(i) All deposit accounts of the Debtor related to the Real Estate maintained with any bank or financial institution other than the Secured Party;

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(j) All depository accounts of the Debtor established by the Secured Party, including the "Account" established pursuant to the Promissory Note of Debtor payable to the Order of Secured Party in the stated principal amount of \$4,000,000.00, all cash deposited therein from time to time and other monies and property of the Debtor in the possession or under the control of the Secured Party or any other lender or party, including deposits with public or private utility companies with respect to utility services furnished to the Real Estate;

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(k) All of Debtor's right, title and interest in the rents, issues, deposits, profits, revenues, leases and other use and occupancy agreements and all other income of any nature now due or which may become due or to which Debtor may now or hereafter become entitled to related to the Real Estate, whether heretofore or hereafter made or agreed to by any person or entity (including without limitation those rents, issues, deposits, profits, leases or other agreements assigned to Secured Party under the Mortgage and Security Agreement with Assignment of Rents assigned to Secured Party of even date creating the security interests hereby perfected or by the other "Loan Documents," as that term is defined in said Mortgages);

(l) All monies now or hereafter on deposit with Debtor for the payment of security deposits to lessees under leases of the Real Estate;

(m) All awards or payments, including interest thereon, which may be made with respect to the Real Estate, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Real Estate;

(n) All funds, accounts, inventory, credit card receivables, instruments, documents, general and tangible, and notes or chattel paper arising from or by virtue of any transactions related to the Real Estate;

(o) All rights in and proceeds from present and future fire or hazard insurance policies covering improvements now or hereafter located on the Real Estate or described in the Mortgage thereon; together with all records and books of account now or hereafter maintained by Debtor, its successors and assigns in connection with the Real Estate or any business conducted thereon;

(p) All damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Real Estate, with the right in Secured Party to receive and receipt

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therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Secured Party may demand, sue for and recover any such payments but shall not be required to exercise such rights;

(q) Any and all accounts, contract rights, chattel paper, sales contracts, insurance contracts, income, payments, profits and other rights to the payment of money, and all proceeds of all of the foregoing, whether now existing or hereafter arising from the sale, lease, or other disposition by Debtor, its successors and assigns, of the Real Estate;

(r) Any and all "Equipment", "Inventory", "Accounts", "Contract Rights", "Chattel Paper", "General Intangibles", "Fixtures", "Documents" and "Instruments" as defined in the UCC owned by Debtor in connection with the Real Estate;

(s) All plans and specifications relating to the construction of improvements on the Real Estate and all unexpired claims, warranties, guaranties, indemnifications and sureties, if any, arising from or received in connection with the installation, construction, improvement, maintenance or equipment of or on the Real Estate or the Improvements thereon;

(t) All contracts, franchises, licenses and permits and other rights and privileges, now or hereafter existing, directly or indirectly related to, or connected with, the Real Estate or the Improvements thereon;

(u) All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

For purposes of this Exhibit "B" to Financing Statement the following terms have the meanings set forth below:

"Proceeds" means all "proceeds" (as defined in the UCC) of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any property described in this Exhibit "B", including, without limitation, all claims of the Debtor against third parties for loss of damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any property described in this Exhibit "B", and any condemnation or requisition payments with respect to any property described in this Exhibit "B", in each case whether now existing or hereafter arising.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any property

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described in this Exhibit "B" or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

"Intellectual Property" shall mean collectively all of the following: Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses.

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"Trademarks" means collectively all of the following now owned or hereafter created or acquired by the Debtor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.