



0030338107

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

J.E. ROTHSCHILD  
 ROTHSCHILD, BARRY & MYERS  
 55 WEST MONROE STREET, SUITE 3900  
 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  
 WOODFIELD LIMITED PARTNERSHIP

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

200 WEST JACKSON BOULEVARD

CHICAGO

IL

60606

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

36-3836572

LIMITED PARTNERSHIP

ILLINOIS

C006897

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  
 THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.)

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

200 BLOOR STREET EAST

TORONTO

ONT

M4W 1E5

CANADA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED.

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) (if applicable) [ADDITIONAL FEE] (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
 COOK COUNTY, ILLINOIS

**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		
<b>WOODFIELD LIMITED PARTNERSHIP</b>		
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:

SEE EXHIBIT B ATTACHED HERETO.

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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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

## EXHIBIT A

(a) Land. The real property described in Exhibit B attached hereto and made a part hereof (the "Land");

(b) 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 that may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips of 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, 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;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or will have an interest, now or hereafter located upon the Land or the Improvements, or appurtenant thereto, and used in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or will have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or used in connection with the present or future operation and occupancy of the Land and the Improvements (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 of Illinois (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage and Security Agreement dated the 5<sup>th</sup> day of December, 1995 made by Debtor in favor of Secured Party (the "Security Instrument") and all proceeds and products of the above;

(f) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder,

including all guarantees, letters of credit and any other credit support given by any guarantor in connection therewith, cash or securities deposited under the Leases 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 (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 payment of the Debt;

(g) Condemnation Awards. 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 limited 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;

(h) Insurance Proceeds. All proceeds of and any unearned premiums on 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 damage to the Property;

(i) Rights. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and while an Event of Default (defined in Section 10.1 of the Security Instrument) exists, to appear in and defend any action or proceeding brought with respect to the Property;

(j) 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 respecting 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, while an Event of Default exists, to receive and collect any sums payable to Debtor thereunder;

(k) Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property, if any;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Secondary Financing. All of Debtor's right, power, or privilege to further encumber any of the Property for debt, it being intended by this provision to divest Debtor of the

# UNOFFICIAL COPY

power to encumber, or to grant a security interest in any of the Property as security for the performance of any other obligation; and

(n) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (m) above.

Property of Cook County Clerk's Office

# EXHIBIT B UNOFFICIAL COPY

PARCEL 1:

## Legal description

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554; LYING EAST OF THE EAST LINE OF MALL DRIVE AS DEDICATED PER DOCUMENT 21076004; AND LYING NORTH OF A LINE DRAWN PERPENDICULAR TO THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AT A POINT ON SAID EAST LINE 594.11 FEET SOUTH OF THE AFORESAID SOUTH LINE OF WOODFIELD ROAD (AS MEASURED ALONG SAID EAST LINE); EXCEPTING FROM THE ABOVE-DESCRIBED TRACT, THE EAST 450.00 FEET (MEASURED PERPENDICULAR) OF THE AFORESAID WEST 1/2 OF THE SOUTH EAST 1/4, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE OF THE WEST 1/2 OF THE AFORESAID SOUTHEAST 1/4; THENCE SOUTHERLY 594.11 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4; THENCE WESTERLY 644.073 FEET ALONG A LINE DRAWN PERPENDICULAR TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WESTERLY 239.087 FEET ALONG SAID PERPENDICULAR LINE TO THE EAST LINE OF MALL DRIVE AS DEDICATED PER DOCUMENT 21076004; THENCE SOUTHERLY 35.908 FEET ALONG SAID EAST LINE OF MALL DRIVE TO A LINE DRAWN 250.00 FEET (AS MEASURED ALONG A LINE PARALLEL WITH SAID EAST LINE OF MALL DRIVE) NORTH OF AND PARALLEL WITH A LINE DRAWN PERPENDICULARLY TO THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, FROM A POINT ON SAID EAST LINE 880.00 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE AFORESAID SOUTH LINE OF WOODFIELD ROAD; THENCE EASTERLY, ALONG SAID LINE 250.00 FEET NORTH AND PARALLEL, 239.087 FEET TO A LINE DRAWN 644.073 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTHERLY 35.906 FEET ALONG SAID PARALLEL LINE TO THE HEREINABOVE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS MADE BY AND BETWEEN WOODFIELD PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, AND CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1979 AND KNOWN AS TRUST NUMBER 48-69911-0 RECORDED AS DOCUMENT 25298584 AND RE-RECORDED FEBRUARY 11, 1980 AS DOCUMENT 25358096 FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN 250.00 FEET (AS MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF MALL DRIVE AS DEDICATED PER DOCUMENT NO. 21076004) NORTH OF AND PARALLEL WITH A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF THE WEST 1/2 OF THE AFORESAID SOUTHEAST 1/4 AT A POINT ON SAID EAST LINE OF THE WEST 1/2, WHICH IS 880.00 FEET (AS MEASURED ALONG SAID EAST LINE SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT NO. 20944554, LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF THE WEST 1/2 OF THE AFORESAID SOUTHEAST 1/4, AT A POINT ON SAID EAST LINE WHICH IS 594.11 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE AFORESAID SOUTH LINE OF WOODFIELD ROAD, LYING EAST OF A LINE 644.073 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 AND LYING WEST OF A LINE 450.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

A PERPETUAL AND NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED JULY 1, 1971 AND RECORDED JULY 1, 1971 AS DOCUMENT 21532098 MADE BY AND BETWEEN LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1964 AND KNOWN AS TRUST NUMBER 33071 AND LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1971 AND KNOWN AS TRUST NUMBER 42050 FOR THE PURPOSE OF CREATING A DRIVEWAY FOR INGRESS AND EGRESS BY PASSENGER AND SERVICE VEHICLES OVER THE LAND DESCRIBED AS FOLLOWS:

THE EASTERLY 20 FEET OF A STRIP OF LAND 40.00 FEET IN WIDTH IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD PER DOCUMENT NUMBER 20944554 AND NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, SAID LINE BEING 700.00 FEET (AS MEASURED ALONG THE EAST LINE) SOUTH OF SAID SOUTH LINE OF WOODFIELD ROAD; SAID CENTER LINE FOR THE STRIP OF LAND BEING 450.00 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4.

PARCEL 5:

A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN FIRST CHICAGO PROPERTIES, INC., A DELAWARE CORPORATION, AND MARLO TRICOCI RECORDED SEPTEMBER 3, 1992 AS DOCUMENT 92654439 FOR THE PURPOSE OF INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN USE, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE OF THE WEST 1/2 OF THE AFORESAID SOUTHEAST 1/4; THENCE SOUTHERLY 594.11 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4; THENCE WESTERLY 644.073 FEET ALONG A LINE DRAWN PERPENDICULAR TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WESTERLY 239.087 FEET ALONG SAID PERPENDICULAR LINE TO THE EAST LINE OF MALL DRIVE AS DEDICATED PER DOCUMENT 21076004; THENCE SOUTHERLY 35.908 FEET ALONG SAID EAST LINE OF MALL DRIVE TO A LINE DRAWN 250.00 FEET (AS MEASURED ALONG A LINE PARALLEL WITH SAID EAST LINE OF MALL DRIVE) NORTH OF AND PARALLEL WITH A LINE DRAWN PERPENDICULARLY TO THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4, FROM A POINT ON SAID EAST LINE 880.00 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF THE AFORESAID SOUTH LINE OF WOODFIELD ROAD; THENCE EASTERLY, ALONG SAID LINE 250.00 FEET NORTH AND PARALLEL, 238.687 FEET TO A LINE DRAWN 644.073 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTHERLY 35.906 FEET ALONG SAID PARALLEL LINE TO THE HERSINABOVE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address; One Woodfield Place  
1701 East Woodfield Road  
Schaumburg, Illinois 60173

P.I.N.: 07-13-400-017 and 07-13-400-036

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