

NNNT 01031008

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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/10/2003 10:03 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Pircher, Nichols & Meeks
1925 Century Park East
Suite 1700
Los Angeles, CA 90067
Attn: Doug Cahammer

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
ROMANEK NORTHBROOK PLACE L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
8410 West Bryn Mawr Avenue, Suite 500

CITY
Chicago

STATE
IL

POSTAL CODE
60631

COUNTRY
USA

1d. TAX ID#: SSN OR EIN
36-4148626

ADDL INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
Limited liability company

1f. JURISDICTION OF ORGANIZATION
Illinois

1g. ORGANIZATIONAL ID #, if any
00112941 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

ADDL 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
NOMURA CREDIT & CAPITAL, INC.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
2 World Financial Center, Building B

CITY
New York

STATE
NY

POSTAL CODE
10281

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers the following types or items of property: all of Debtor's right, title and interest in and to all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, improvements and all other property as more particularly described in the Rider to UCC filing attached hereto, now or hereafter erected or located on the real property commonly known as Two Northbrook Place and having the address of 60 Revere Drive, Northbrook, Illinois 60062 (the "Land") situated in the County of Cook, State of Illinois, as such land is more particularly described in Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB 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 REFERENCEDATA
Record in Cook County, Illinois

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RIDER TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor: ROMANEK NORTHBROOK PLACE L.L.C., an Illinois limited liability company, having an address at 8410 West Bryn Mawr Avenue, Suite 500, Chicago, Illinois 60631

Secured Party: NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, having an address at 2 World Financial Center, Building B, New York, New York 10281

ITEM 4 (CONTINUED): All right, title and interest of Debtor in and to the following (collectively, the "Property"):

1. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as defined below);
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
4. All easements, rights-of-way or use, rights, strips and gores 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, 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
5. 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

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- by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable 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 shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable 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 or states where any of the Property is located, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
6. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §§ 101 et seq., as the same may be amended from time to time (the "bankruptcy code") (the "leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder 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 indebtedness secured by the Security Instrument;
 7. 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;
 8. 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;
 9. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax

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certiorari or any applications or proceedings for reduction;

10. 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;
11. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of secured party in the Property;
12. 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, upon the occurrence and during the continuance of an event of default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and
13. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

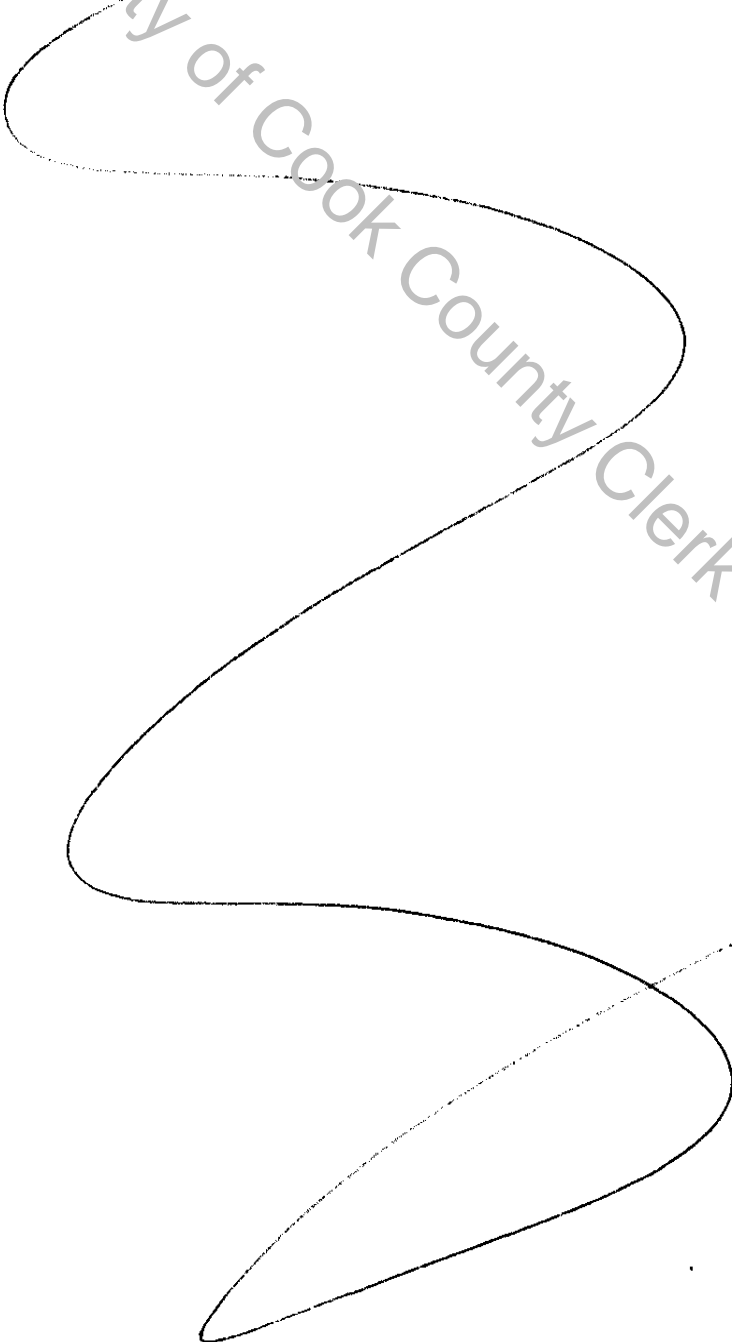
This UCC Financing Statement is filed in connection with a certain Mortgage, Security Agreement and Assignment of Leases and Rents dated June 5, 2003 (the "Security Instrument") in the principal sum of \$9,950,000 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Cook County, State of Illinois.

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EXHIBIT A
TO
FORM UCC FINANCING STATEMENT

LEGAL DESCRIPTION

Property of Cook County Clerk's Office



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Exhibit A

PARCEL 1:

LOT 9 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

RIGHT AND LIMITED EASEMENT APPURTENANT FOR INGRESS AND EGRESS ACROSS LOT 8 AND LOT 10 AS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 26882, DATED FEBRUARY 22, 1979 AND RECORDED FEBRUARY 22, 1979 AS DOCUMENT NUMBER 24856662. AMENDMENT RECORDED AS DOCUMENT NUMBER 26917736. SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 90133411. THRID AMENDMENT RECORDED AS DOCUMENT NUMBER 96494814. FOURTH AMENDMENT RECORDED AS DOCUMENT NUMBER 0020732138.

04-02-102-021-0000

[Large handwritten signature or scribble]

PROPOSED
Cook County Clerk's Office