

UNOFFICIAL COPY



copy

Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 08/11/2003 03:31 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
GEORGE N. GILKERSON, JR., ESQ. (630) 245-0400

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**GEORGE N. GILKERSON, JR., ESQ.
 ROOKS PITTS
 4200 COMMERCE COURT, SUITE 300
 LISLE, ILLINOIS 60532**

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
THE LANCASTER DEVELOPMENT GROUP, LLC

OR

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

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
ONE WEST SUPERIOR, SUITE 200 | CHICAGO | IL | 60610 | USA

1d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any
LLC | ILLINOIS | 00664014 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. SEE INSTRUCTIONS | 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
NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

OR

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

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
2021 SPRING ROAD, SUITE 600 | OAK BROOK | IL | 60523 | USA

4. This FINANCING STATEMENT covers the following collateral:

PURSUANT TO A CERTAIN CONSTRUCTION, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES, DATED AND EFFECTIVE AUGUST 6, 2003, BY AND BETWEEN THE DEBTOR AND SECURED PARTY, AND RECORDED WITH THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON OR ABOUT AUGUST 11th, 2003, THE COLLATERAL IS FULLY DESCRIBED ON EXHIBITS A AND B, ATTACHED HERETO AND MADE A PART HEREOF.

N NNT 01033042 2/2 Johnson

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 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

TO BE RECORDED WITH THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS

North National Title Corp
222 North LaSalle Street
Chicago, Illinois 60601

UNOFFICIAL COPY

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		
THE LANCASTER DEVELOPMENT GROUP, LLC		
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						
THE LANCASTER DEVELOPMENT GROUP, LLC						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
ONE WEST SUPERIOR, SUITE 200			CHICAGO	IL	60610	USA
11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
		LLC	ILLINOIS	00664014 <input type="checkbox"/> NONE		

12.	12a. ADDITIONAL SECURED PARTYS of <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)					
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 EXHIBITS A AND B, ATTACHED
HERE TO 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 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

UNOFFICIAL COPY**EXHIBIT A****UCC – 1 FINANCING STATEMENT**

DEBTOR: THE LANCASTER DEVELOPMENT GROUP, LLC

DEBTOR'S ADDRESS: One West Superior, Suite 200
Chicago, Illinois 60610

DEBTOR'S ORG. #: #00664014

SECURED PARTY: NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

SECURED PARTY'S ADDRESS: 2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

(a) Improvements. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of any improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery to the Real Estate (The property described in this Section (a) is referred to as the "Improvements");

(b) Fixtures. All fixtures and personal property now or hereafter owned by Borrower and attached to or contained in and used in connection with the Real Estate; furniture and furnishings owned by Borrower used in the operations of the Premises (as hereinafter defined); and all additions and renewals or replacements or articles in substitution therefor, whether or not the same are or shall be attached to the building or buildings in any manner (The property described in this Section (b) is referred to as the "Fixtures");

(c) Proceeds. All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Real Estate and Improvements, all rights in and to all present and future fire and other insurance policies pertaining to the Real Estate and Improvements, any sums at any time on deposit for the benefit of Lender or Borrower or held by Lender (whether deposited by or on behalf of Borrower or anyone else) pursuant to any of the provisions of this Mortgage and all awards, compensation, damages and/or proceeds paid or to be paid in connection with, or in lieu of, any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Real Estate and Improvements; and

(d) Documents and Intangibles. All contracts, documents, agreements, contract rights and general intangibles relating to design, development, operation, construction upon, management, leasing, sale and use of the Real Estate and Improvements, including:

- (i) all names under which or by which the Real Estate and/or Improvements may at any time be owned and operated, or any variation thereof, and all goodwill in any way relating to the Real Estate and Improvements and all service marks and logo types used in connection therewith,

UNOFFICIAL COPY**EXHIBIT A****UCC – 1 FINANCING STATEMENT**

- (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies or other governmental authorities issued or obtained in connection with the Real Estate and/or Improvements,
- (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the development, construction upon, use, occupation, leasing, sale or operation of the Real Estate and/or Improvements,
- (iv) all materials prepared for filing or filed with any governmental agency or other governmental authority,
- (v) all plans, specifications, drawings, maps, surveys, studies, architectural, engineering and construction contracts, management and leasing contracts and other agreements and documents, of whatever kind or character, relating to the use, construction upon, occupation, leasing, sale or operation of the Real Estate, the Improvements, and/or the Fixtures, whether now existing or later entered into, and in, to and under any amendments, supplements, modifications and additions, extensions and renewals and substitutions, and
- (vi) the books and records of Borrower relating to design, development, construction, operation or management of the Real Estate and/or Improvements,

it being mutually agreed, intended and declared that all the property shall, so far as permitted by applicable laws be deemed to form a part and parcel of the pledged Real Estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage.

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 11 IN LAKESHORE EAST SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531.

PINS: 17-10-400-015
17-10-401-012
17-10-401-013

COMMON ADDRESS: 201 NORTH WESTSHORE DRIVE, CHICAGO, ILLINOIS
60601

UNOFFICIAL COPY**EXHIBIT A****UCC – 1 FINANCING STATEMENT**

DEBTOR: THE LANCASTER DEVELOPMENT GROUP, LLC

DEBTOR'S ADDRESS: One West Superior, Suite 200
Chicago, Illinois 60610

DEBTOR'S ORG. #: #00664014

SECURED PARTY: NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

SECURED PARTY'S ADDRESS: 2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

(a) Improvements. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of any improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery to the Real Estate (The property described in this Section (a) is referred to as the "Improvements");

(b) Fixtures. All fixtures and personal property now or hereafter owned by Borrower and attached to or contained in and used in connection with the Real Estate; furniture and furnishings owned by Borrower used in the operations of the Premises (as hereinafter defined); and all additions and renewals or replacements or articles in substitution therefor, whether or not the same are or shall be attached to the building or buildings in any manner (The property described in this Section (b) is referred to as the "Fixtures");

(c) Proceeds. All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Real Estate and Improvements, all rights in and to all present and future fire and other insurance policies pertaining to the Real Estate and Improvements, any sums at any time on deposit for the benefit of Lender or Borrower or held by Lender (whether deposited by or on behalf of Borrower or anyone else) pursuant to any of the provisions of this Mortgage and all awards, compensation, damages and/or proceeds paid or to be paid in connection with, or in lieu of, any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Real Estate and Improvements; and

(d) Documents and Intangibles. All contracts, documents, agreements, contract rights and general intangibles relating to design, development, operation, construction upon, management, leasing, sale and use of the Real Estate and Improvements, including:

- (i) all names under which or by which the Real Estate and/or Improvements may at any time be owned and operated, or any variation thereof, and all goodwill in any way relating to the Real Estate and Improvements and all service marks and logo types used in connection therewith,

UNOFFICIAL COPY**EXHIBIT A****UCC – 1 FINANCING STATEMENT**

- (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies or other governmental authorities issued or obtained in connection with the Real Estate and/or Improvements,
- (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the development, construction upon, use, occupation, leasing, sale or operation of the Real Estate and/or Improvements,
- (iv) all materials prepared for filing or filed with any governmental agency or other governmental authority,
- (v) all plans, specifications, drawings, maps, surveys, studies, architectural, engineering and construction contracts, management and leasing contracts and other agreements and documents, of whatever kind or character, relating to the use, construction upon, occupation, leasing, sale or operation of the Real Estate, the Improvements, and/or the Fixtures, whether now existing or later entered into, and in, to and under any amendments, supplements, modifications and additions, extensions and renewals and substitutions, and
- (vi) the books and records of Borrower relating to design, development, construction, operation or management of the Real Estate and/or Improvements,

it being mutually agreed, intended and declared that all the property shall, so far as permitted by applicable laws be deemed to form a part and parcel of the pledged Real Estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage.

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOT 11 IN LAKESHORE EAST SUBDIVISION OF PART OF THE UNSUBDIVIDED LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531.

PINS: 17-10-400-015
17-10-401-012
17-10-401-013

COMMON ADDRESS: 201 NORTH WESTSHORE DRIVE, CHICAGO, ILLINOIS
60601