

# UNOFFICIAL COPY



0323910090

Eugene "Gene" Moore Fee: \$40.50  
Cook County Recorder of Deeds  
Date: 08/27/2003 03:19 PM Pg: 1 of 9

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Return To CT CORPORATION SYSTEM UCC Services 111 Eighth Avenue 13th Floor New York, NY 10011 5926078-057F

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						
CHICAGO RIDGE MALL 03, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
399 PARK AVENUE			NEW YORK	NY	10022	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
20-0029298		LLC	DELAWARE	3657834 <input type="checkbox"/> 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	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> 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						
COLUMN FINANCIAL, INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11 Madison Avenue			New York	NY	10010	

### 4. This FINANCING STATEMENT covers the following collateral:

SEE RIDER A ATTACHED HERETO AND INCORPORATED HEREIN.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) (OPTIONAL FEE)			<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

FILE WITH COOK COUNTY, IL

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME CHICAGO RIDGE MALL 035 LLC		
	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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	11c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY
	11d. <u>SEE INSTRUCTIONS</u>	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)

OR	12a. ORGANIZATION'S NAME			
	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:

444 CHICAGO RIDGE MALL DRIVE  
CHICAGO RIDGE, IL  
(AS FURTHER DESCRIBED ON EXHIBIT A 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:

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

**RIDER A**  
to  
**UCC-1 FINANCING STATEMENT**

**Debtor:**                   **CHICAGO RIDGE MALL 035 LLC**  
399 Park Avenue  
New York, NY 10022

**Secured Party:**       **COLUMN FINANCIAL, INC.**  
11 Madison Avenue  
New York, New York 10010

Pursuant to the Security Instrument, Debtor has mortgaged, granted, bargained, sold, pledged, assigned, warranted, transferred and conveyed to Secured Party and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

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

2.        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 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 that certain Mortgage and Security Instrument, dated July 30, 2003, between Debtor and Secured Party (the "**Security Instrument**");

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

4.        Easements. 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 reversions 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, rights of dower, 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.        Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and

# UNOFFICIAL COPY

all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

6. Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor’s interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the “**Fixtures**”). Notwithstanding the foregoing, “**Fixtures**” shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein;

7. Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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 (the “**Uniform Commercial Code**”), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

8. Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and

# UNOFFICIAL COPY

observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the “Leases”), 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”) 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 (collectively, the “Rents”) and all proceeds from the sale or other disposition of the Leases;

9. Condemnation Awards. All awards 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;

10. Insurance Proceeds. All insurance proceeds in respect of the Property under any policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any policies, judgments, or settlements made in lieu thereof, in connection with a casualty to the Property;

11. Tax Certiorari. All refunds, rebates or credits in connection with reduction in taxes or other charges charged against the Property;

12. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

13. Rights. 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;

14. 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 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 happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

15. Trademarks. 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;

16. Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or

# UNOFFICIAL COPY

maintained pursuant to (i) that certain Cash Management Agreement, dated July 30, 2003, among Debtor, Eastpoint Partners, LLC, Eastland Mall 038 LLC, Ridgmar Mall 129 Limited Partnership, SHOPCO Advisory Corp., as manager, and Secured Party (the “**Cash Management Agreement**”) and (ii) the Lockbox Agreement as defined in the Loan Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

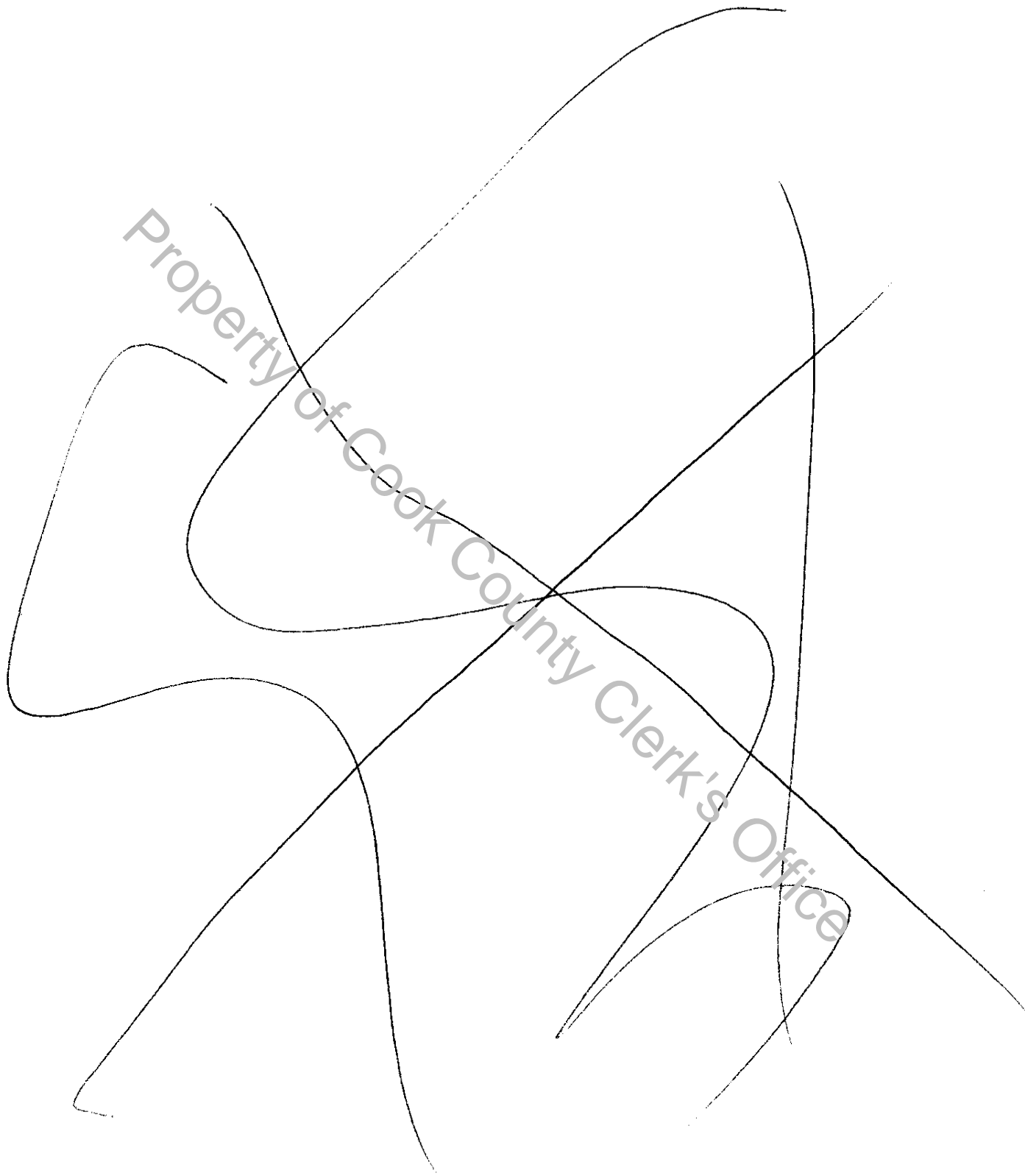
17. Interest Rate Cap Agreement. The Interest Rate Cap Agreement, as defined in that certain Loan Agreement, dated July 30, 2003, among Debtor, Eastpoint Partners, LLC, Eastland Mall 038 LLC, Ridgmar Mall 129 Limited Partnership and Secured Party (the “**Loan Agreement**”), including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing; and

18. Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (1) through (17) above.

# UNOFFICIAL COPY

## EXHIBIT A

(Legal Description of Property)





# UNOFFICIAL COPY

## CHICAGO RIDGE

### LEGAL DESCRIPTION

#### PARCEL 1:

Lot 1 in Chicago Ridge Mall 4<sup>th</sup> resubdivision of part of Lot 11 in Chicago Ridge Mall 3<sup>rd</sup> resubdivision, being a resubdivision of Lot 1 in Chicago Ridge Mall resubdivision of Lot 6 of Chicago Ridge Mall subdivision and Lots 8 and 9 in Chicago Ridge Mall subdivision, being a subdivision of part of the east half of the northeast quarter of Section 7, Township 37 North, Range 13 East of the third principal meridian, recorded May 8, 2002 as Document Number 0020529901, in Cook County, Illinois.

and

Lots 12, 13 and 14 in Chicago Ridge Mall 3<sup>rd</sup> resubdivision, being a resubdivision of Lot 1 in Chicago Ridge Mall resubdivision Lot 6 of Chicago Ridge Mall subdivision and of Lots 8 and 9 in Chicago Ridge Mall subdivision, being a subdivision of part of the east ½ of the northeast ¼ of Section 7, Township 37 North, Range 13, east of the third principal meridian in Cook County, recorded July 8, 1987 as Document Number 87375138.

and

Lot 2 in said Chicago Ridge Mall subdivision, being a subdivision of part of the east ½ of the northeast ¼ of Section 7, Township 37 North, Range 13, east of the third principal meridian in Cook County, Illinois, recorded July 16, 1981 as Document Number 25939324.

#### PARCEL 2:

Perpetual, non-exclusive easement for the benefit of and appurtenant to, Parcel 1 for: ingress and egress, delivery, parking of vehicles, passage and accommodation of pedestrians; use and operation of the common area; use of and abutment to the mall; the right of self-help performing certain obligations required of adjoining owners, the right to repair structures on adjoining parcels; the use of the "Ring Road"; the right to create certain encroachments of adjoining buildings and the installation, operation maintenance, repair, replacement relocation, and removal of utility lines, lights, sign and protective devices, created by that certain Chicago-Ridge Operating Agreement (CROA) dated May 1, 1980 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 12, 1980 as Document Number 25484410 which CROA was amended by that certain amended and restated operating agreement dated December 19, 1983 and recorded on January 25, 1984 as Document Number 26944026, which was further amended by a first amendment to Chicago Ridge Amended and Restated Operating Agreement dated May 1, 1987 and recorded July 22, 1987 as Document 87402137, and further amended by a second amendment dated May 3, 2002 and recorded May 8, 2002 as Document Number 0020529903, all in, over, across and under the land described in Exhibit A-1, parts II, III, IV and V and also the land described in Exhibit A-2, parts VI and VII, said exhibits attached to and forming a part of said CROA and amended and restated operating agreement, as amended by the first and second amendments, all recorded as aforesaid.



# UNOFFICIAL COPY

**PARCEL 3:**

Perpetual, non-exclusive easement for the benefit of, and appurtenant to Parcel 1 for ingress and egress to and to use parking areas contained within Lot 3 in Chicago Ridge Mall subdivision, being a subdivision of part of the east ½ of the northeast ¼ of Section 7, Township 37 North, Range 13, dated December 28, 1981 and recorded January 12, 1982 as Document Number 26109859.

**PARCEL 4:**

Perpetual, non-exclusive easement for the benefit of, and appurtenant to, Parcel 1 for ingress and egress and to use parking areas over, upon and across within Lot 4 in Chicago Ridge Mall subdivision, being a subdivision of part of the east ½ of the northeast ¼ of Section 7, Township 37 North, Range 13, dated October 23, 1986 recorded October 27, 1986 as document number 86501882.

**Cook County Tax Number:**

24-07-216-018

24-07-216-030

24-07-216-031

24-07-216-032

24-07-216-033