



Doc#: 0330132013
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 10/28/2003 09:42 AM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winston & Strawn
35 West Wacker Drive
Chicago, IL 60601
Attn: Nicole Scaravelle

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
U-STOR-IT (95TH STREET) LLC

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

1c. MAILING ADDRESS
1000 EAST 95TH STREET CHICAGO IL 60619 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 0038158-6 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
PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC

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

3c. MAILING ADDRESS
100 MULBERRY STREET, GATEWAY CENTER FOUR, 8TH FLOOR NEWARK NJ 07102-4069 USA

4. This FINANCING STATEMENT covers the following collateral:

All collateral described on attached Schedule A relating to the real property described on Exhibit A.

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) (optional) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Cook County, Illinois

9900 31486N4L / 526012

BOX 15

INCORPORATED TITLE INSURANCE

Property of Cook County Clerk's Office

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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		
U-STOR-IT (95TH STREET) LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 A for legal description.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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

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SCHEDULE A

All of Debtor's right, title and interest in and to the following:

- I. All that certain lot(s), piece(s) or parcel(s) of land (the "**Real Estate**") as more particularly described on Exhibit A annexed hereto and made a part hereof, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; and
- II. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "**Improvements**"); and
- III. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Debtor and now or hereafter located on, attached to or used in and about the Improvements, including but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposals and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Debtor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements); and
- IV. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof or otherwise belonging, relating or appertaining to the land and/or Improvements, or any part thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and
- V. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired; and
- VI. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate; and
- VII. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Mortgage and Security Agreement or any other of the Loan Documents (as hereinafter defined) including, without limitation, all funds

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now or hereafter on deposit in the Impound Account, Replacement Reserve, the Payment Reserve, the Repair and Remediation Reserve (as hereinafter defined); and

VIII. All leases, licenses, concessions and occupancy agreements of the Real Estate or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "**Rents and Profits**") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable, of their obligations under any such leases, licenses, concessions or occupancy agreements, whether said cash or securities are to be held until the expiration of the terms of said leases, licenses, concessions or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of said terms; and

IX. All contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements; and

X. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements; and

XI. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "**General Intangibles**"); and

XII. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements; and

XIII. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements; and

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XIV. All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Real Estate or the Improvements including any unearned premiums thereon; and

XV. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

XVI. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage and Security Agreement dated as of October 27, 2003 from U-Stor-It (95th Street) LLC, an Illinois limited liability company, as mortgagor, for the benefit of **PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC**, a Delaware limited liability company, as mortgagee, and recorded in the County Recorder's office of Cook County, Illinois.

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U-Store
1000 E. 95th Street
Chicago, IL

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD, NORTH OF THE NORTH LINE OF EAST 95TH STREET, AND WEST OF A LINE DRAWN PARALLEL WITH AND 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF EAST 95TH STREET, SAID POINT BEING 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF EAST 95TH STREET A DISTANCE OF 992.40 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED BY QUIT CLAIM DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 4350890 IN BOOK 10711 AT PAGE 419; THENCE NORTHEASTERLY ON THE EAST LINE OF SAID TRACT A DISTANCE OF 32.58 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 666.80 FEET; A DISTANCE OF 444.56 FEET TO ITS POINT OF TANGENCY WITH THE SOUTH RIGHT OF WAY OF THE SOUTH CHICAGO BRANCH OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY ON A CURVED LINE CONVEXED SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 2915.00 FEET, A DISTANCE OF 33.14 FEET TO ITS POINT OF TANGENCY WITH A LINE DRAWN PARALLEL WITH AND 220 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 2; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY A DISTANCE OF 539.50 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 1204.62 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 AFORESAID; THENCE SOUTH ON SAID PARALLEL LINE A DISTANCE OF 170 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF A TRACT OF LAND CONVEYED BY QUIT CLAIM DEED RECORDED AS DOCUMENT 4350890 IN BOOK 10711 AT PAGE 419 (SAID LINE ALSO BEING PARALLEL WITH AND 120 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (MEASURED ALONG THE NORTH LINE OF EAST 95TH STREET) AND THE SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD AS PER DEED DATED JULY 28, 1873 AND RECORDED AS DOCUMENT 37552 (SAID POINT BEING 32.58 FEET NORTHERLY OF THE NORTH LINE OF EAST 95TH STREET MEASURED ALONG THE LINE PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AS ABOVE MENTIONED); THENCE RUNNING NORTHERLY ALONG A LINE PARALLEL WITH AND 120 FEET EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (MEASURED

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PARALLEL WITH THE NORTH LINE OF EAST 95TH STREET) A DISTANCE OF 80.64 FEET TO ITS INTERSECTION WITH A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 354.37 FEET; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED CURVED LINE A DISTANCE OF 109.33 FEET (ARC) TO ITS INTERSECTION WITH A STRAIGHT LINE THAT IS PARALLEL WITH AND 151 FEET NORTH OF THE NORTH LINE OF EAST 95TH STREET THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 119.28 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTHEASTERLY LINE OF THE CONNECTING RIGHT OF WAY BETWEEN THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD AND THE ILLINOIS CENTRAL RAILROAD AS DESCRIBED IN THE ABOVE MENTIONED DOCUMENT NO. 37552 (SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 666.80 FEET) THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED RIGHT OF WAY LINE A DISTANCE OF 265.92 FEET (ARC) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE WEST 128 FEET OF THE EAST 1084.62 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THE WEST 15 FEET OF THE SOUTH 147 FEET OF THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE EAST 971.62 FEET OF SAID SOUTHWEST 1/4 CONVEYED BY DEED RECORDED MAY 8, 2002 AS DOCUMENT NO. 0020527333).

PARCEL 4:

THE NORTH 170 FEET OF THE SOUTH 220 FEET OF THE WEST 120 FEET OF THE EAST 1204.62 FEET OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER(S):

25-02-318-011 (PARCELS 1 AND 2)

25-02-318-018 (PARCEL 4)

25-02-318-020 (PARCEL 3 AND OTHER PROPERTY, BEING THE PREMISES CONVEYED BY DEED RECORDED AS DOCUMENT NO. 0020527333)