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Doc#: 0335219104
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 12/18/2003 11:54 AM 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)

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038
Attention: Chris Ly

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
NPS PROPERTIES LLC

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1 W. SUPERIOR STREET, SUITE 200

1d. TAX ID #: SSN OR EIN
20-0051866

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
LIMITED LIABILITY CO

1f. JURISDICTION OF ORGANIZATION
ILLINOIS

1g. ORGANIZATIONAL ID #, if any
00868477

STATE: IL POSTAL CODE: 60610 COUNTRY: USA

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert one or more debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

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

STATE: POSTAL CODE: COUNTRY:

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR B/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
LEHMAN BROTHERS BANK, FSB

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
1000 WEST STREET, SUITE 200

STATE: DE POSTAL CODE: 19801 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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)

8. OPTIONAL FILER REFERENCE DATA
 COOK COUNTY

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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 NPS PROPERTIES 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
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
		CITY	STATE	POSTAL CODE
		CITY	STATE	POSTAL CODE

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" ATTACHED HERETO AND BY THIS REFERENCE 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**SCHEDULE A TO UCC-1 FINANCING STATEMENT**

NPS PROPERTIES LLC,
as Debtor
and
LEHMAN BROTHERS BANK, FSB,
as Secured Party

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land").

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

b. 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;

c. all furnishings, 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 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"), 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") and all proceeds and products of the above;

d. all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower 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") (a "Lease" or "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 (including, but not limited to, any payments made by tenants under the Leases in connection with the termination of any Lease, 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

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other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt (as defined in the Security Instrument);

e. any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty" and collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor" and collectively, the "Lease Guarantors");

f. all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases and beneficiary under the Lease Guaranties including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt (as defined in the Security Instrument), and to do other things which Debtor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties;

g. 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. 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. 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 certiorari or any applications or proceedings for reduction;

j. 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;

k. 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;

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

m. 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.

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

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Initially capitalized terms used herein and not otherwise defined have the meanings assigned in the Mortgage and Security Agreement, dated as of [Month] __, 2003 (the "Security Instrument"), by the Debtor to the Secured Party. Interested parties may contact the Secured Party during normal business hours to view a copy of the Security Instrument and specific records describing the above-described collateral.

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CARAVEL

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EXHIBIT APARCEL 1:

THE WEST HALF OF LOT FIVE AND ALL OF LOT SIX IN BLOCK TWENTY-FOUR IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION NINE, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND LOTS THREE, FOUR, FIVE, SIX AND SEVEN IN COUNTY CLERK'S DIVISION OF ORIGINAL LOTS SEVEN, EIGHT AND THE SOUTH 22.0 FT. OF LOTS NINE AND TEN IN BLOCK TWENTY-FOUR IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION NINE, TOWNSHIP THIRTY-NINE NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1880 AS DOCUMENT NO. 267886, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF LOT FIVE IN SAID BLOCK TWENTY-FOUR; THENCE SOUTH 89-29'-45" WEST, BEING AN ASSUMED BEARING ON THE SOUTH LINE OF LOTS FIVE AND SIX IN BLOCK TWENTY-FOUR IN SAID WOLCOTT'S ADDITION TO CHICAGO AND THE SOUTH LINE OF LOT SEVEN IN SAID COUNTY CLERK'S DIVISION ALL INCLUSIVE, A DISTANCE OF 19.09 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89-29'-45" WEST ON SAID SOUTH LINE, 120.76 FT. TO THE SOUTHWEST CORNER OF SAID LOT SEVEN; THENCE NORTH 00-25'-45" WEST ON THE WEST LINE OF SAID LOTS THREE THROUGH SEVEN ALL INCLUSIVE, A DISTANCE OF 37.34 FT.; THENCE NORTH 89-29'-45" EAST, 3.85 FT.; THENCE NORTH 00-30'-15" WEST, 1.05 FT.; THENCE NORTH 89-29'-45" EAST, 91.66 FT.; THENCE NORTH 00-30'-15" WEST, 2.13 FT.; THENCE NORTH 09-09'-45" EAST, 8.43 FT.; THENCE NORTH 00-30'-15" WEST, 12.23 FT.; THENCE SOUTH 89-29'-45" WEST, 2.79 FT.; THENCE NORTH 00-30'-15" WEST, 10.61 FT.; THENCE NORTH 45-30'-15" WEST, 6.81 FT.; THENCE NORTH 00-30'-15" WEST, 14.97 FT.; THENCE NORTH 89-29'-45" EAST, 18.07 FT.; THENCE SOUTH 00-30'-15" EAST, 5.32 FT.; THENCE NORTH 89-29'-45" EAST, 3.34 FT.; THENCE SOUTH 00-30'-15" EAST, 19.74 FT.; THENCE NORTH 89-29'-45" EAST, 4.0 FT.; THENCE SOUTH 00-30'-15" EAST, 30.71 FT.; THENCE SOUTH 89-29'-45" WEST, 4.17 FT.; THENCE SOUTH 00-30'-15" EAST, 6.94 FT.; THENCE SOUTH 89-29'-45" WEST, 3.0 FT.; THENCE SOUTH 00-30'-15" EAST, 8.62 FT.; THENCE NORTH 89-29'-45" EAST, 7.14 FT.; THENCE SOUTH 00-30'-15" EAST, 3.17 FT.; THENCE SOUTH 89-29'-45" WEST, 1.0 FT.; THENCE SOUTH 00-30'-15" EAST, 8.65 FT. TO THE POINT OF BEGINNING; ALL OF ABOVE DESCRIBED PARCEL LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.50 CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +31.58 CHICAGO CITY DATUM IN THE WEST 44.0 FT. OF ABOVE DESCRIBED METES AND BOUND PARCEL, AND LYING BELOW A SLOPING HORIZONTAL PLANE WHICH BEGINS AT A LINE 44.0 FT. EAST OF AND PARALLEL WITH SAID WEST LINE OF LOTS THREE THROUGH SEVEN INCLUSIVE AT AN ELEVATION OF +31.58 CHICAGO CITY DATUM TO A LINE 95.0 FT. EAST OF AND PARALLEL WITH SAID WEST LINE OF LOTS THREE THROUGH SEVEN INCLUSIVE AT AN ELEVATION OF +27.42 CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +27.42 CHICAGO CITY DATUM IN THE SOUTH 38.0 FT. OF ABOVE DESCRIBED METES AND BOUND PARCEL LYING EAST OF SAID LINE 95.0 FT. EAST OF AND PARALLEL LINE, AND LYING BELOW A SLOPING HORIZONTAL PLANE WHICH BEGINS AT A LINE 38.0 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ABOVE DESCRIBED METES AND BOUND PARCEL AT AN ELEVATION OF +27.42 CHICAGO CITY DATUM TO A LINE 60.50 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF ABOVE DESCRIBED METES AND BOUND PARCEL AT AN ELEVATION OF +24.72 CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +24.72 CHICAGO CITY DATUM IN THAT PART OF ABOVE DESCRIBED METES AND BOUND PARCEL LYING NORTH OF A LINE 60.50 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS FIVE AND SIX IN BLOCK TWENTY-FOUR IN SAID WOLCOTT'S ADDITION TO CHICAGO, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR SUPPORT WALLS, COMMON WALLS, CEILINGS, FLOORS, EQUIPMENT, UTILITIES, USE OF THE UPPER ROOF, CONSTRUCTION, USE OF THE LOADING DOCK AND EMERGENCY ACCESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED AND MORE FULLY DESCRIBED AND DEFINED BY THE DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS DATED FEBRUARY 20, 2003 AND RECORDED FEBRUARY 26, 2003 AS DOCUMENT NUMBER 0030275985.

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CARAVEL

EXHIBIT A

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PARCEL 3

NONEXCLUSIVE EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CARAVEL CONDOMINIUM ASSOCIATION RECORDED FEBRUARY 26, 2003 AS DOCUMENT NUMBER 0030275986 IN COOK COUNTY, ILLINOIS.

17-09-227-002-0000

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