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0400603131

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0400603131
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 01/06/2004 12:54 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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
NORTH/HALSTED, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
656 WEST RANDOLPH ST., SUITE 400W CHICAGO IL 60661 USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
limited liability co. ILLINOIS 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 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
GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
600 STEAMBOAT ROAD GREENWICH CT 06330 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S INTEREST IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED ON EXHIBITS A AND B, 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 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE WITH COOK COUNTY, ILLINOIS

03030633

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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		
OR NORTH/HALSTED, LLC		
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. SEE INSTRUCTIONS	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 B 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 Estate18. 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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

Attached to and being a part of UCC-1 Financing Statement from NORTH/HALSTED, LLC, an Illinois limited liability company as Debtor, to GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a Delaware corporation, as Secured Party.

Capitalized terms used herein without definition have the meanings given them in that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement by and between Debtor and Secured Party.

1. All of Debtor's fee interest in and to that certain property located in Cook County, Illinois, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference for all purposes;
2. All buildings, improvements and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents (subject however to the assignment of rents to Secured Party herein and the Assignment of Rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all of Debtor's right, title and interest in and to all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property described on Exhibit "B" attached hereto, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, real property tax refunds, trade names, licenses, permits, Debtor's rights to insurance proceeds, unearned insurance premiums and choses in action; all of which, including any and all renewals, replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said real property are herein referred to as the "Property";
3. All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "Leases" and singularly as a "Lease"), together with all rents, earnings, income, profits, deposits, reserves, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, it being intended and agreed that whenever and however generated, whether now or hereafter, Secured Party shall have a continuing security interest in, and/or lien upon, pursuant to 11 U.S.C. Section 552(b), on all of the foregoing, including, subject to the terms and conditions of this Instrument and the other Loan Documents, the immediate and continuing right to collect all rents, earnings, income, profits, deposits, reserves, fees, charges and accounts for the use and occupancy of the Property, and together with any and all guarantees of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and

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continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent, earnings and income under any of the Leases;

4. All right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") now or hereafter in existence made pursuant to any of the Loan Documents made between Debtor and Secured Party with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and (subject to the terms of the Loan Documents) together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which the Debtor is or may become entitled to do under the Accounts;

5. All agreements, contracts, certificates, guaranties, warranties, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into by or on behalf of Debtor, and all rights therein and thereon, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

6. All of Debtor's 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; and

7. Any and all proceeds resulting or arising from any of the foregoing (the Property, the Leases, the Accounts, and all other property, whether real, personal, tangible, or intangible, described above, and all proceeds thereof, may be referred to collectively as the "Collateral");

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EXHIBIT B TO UCC-1 FINANCING STATEMENT

Legal Description

A TRACT OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED ON THE WEST BY THE EAST LINE, OF NORTH HALSTED STREET; ON THE NORTH BY THE SOUTH LINE OF WEST NORTH AVENUE; ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF NORTH CLYBOURN AVENUE; ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF WEST WEED STREET AND ON THE EAST BY THE WEST AND SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE CONNECTION OF SAID RIGHT OF WAY LINE ACROSS THE EAST WEST ALLEY SOUTH OF AND PARALLEL TO WEST NORTH AVENUE, SAID TRACT INCLUDES ALL ALLEYS WITHIN ITS BOUNDARIES TOGETHER WITH THE FOLLOWING DESCRIBED LOTS: LOTS 1 THROUGH 6 IN THE SUBDIVISION OF LOT 157 AND LOTS 6 THROUGH 13 (EXCEPT THE EAST 16 FEET OF SAID LOT 6) IN THE SUBDIVISION OF LOT 158, LOT 13 AND LOTS 17 THROUGH 23 IN THE SUBDIVISION OF LOT 156; LOTS 1 AND 2 IN THE SUBDIVISION OF SUB-LOTS 14, 15 AND 16 IN THE SUBDIVISION OF LOT 156; LOT 2 (EXCEPT THAT PART CONVEYED TO THE NORTHWEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265) IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156, ALL IN THE SUBDIVISION OF LOTS 156, 157, 158 AND SUB-LOT 8 OF LOT 159 IN FUTTERFIELD'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 1863 IN BOOK 162 OF MAPS AT PAGE 11 AS DOCUMENT 70119, (EXCEPT THEREFROM THE NORTH 14 FEET OF THE EAST AND WEST 18 FOOT VACATED ALLEY WHICH ACCRUES TO LOTS 4 AND 5 AND THE EAST 16 FEET OF LOT 6 IN THE SUBDIVISION OF LOT 158, AND THAT PART OF SAID EAST AND WEST 18 FOOT VACATED ALLEY AND THAT PART OF THE 18 FOOT VACATED ALLEY EXTENDING NORTHEASTERLY AND SOUTHWESTERLY WHICH ACCRUES TO THAT PART OF LOT 2 IN THE SUBDIVISION OF LOT 24 IN THE SUBDIVISION OF LOT 156 CONVEYED TO THE NORTH WEST ELEVATED RAILROAD BY DEED RECORDED MAY 16, 1913 AS DOCUMENT 5186265 IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-04-100-001; 002; 003; 004; 005; 013; 014; 015; 016; 017; 018; 021; 022; 023; 024; 027; 028; 032; 033; 034; 035; 036; 037.

Common Address: 775 West North Avenue, Chicago, Illinois.