

# UNOFFICIAL COPY



Doc#: 0411010004  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 04/19/2004 09:04 AM Pg: 1 of 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

990-090C  
ATTN: SHANTERRY WARREN  
CHOICEPOINT BUS. & GOV. SVCS.  
2885 BRECKINRIDGE BLVD, STE 200  
DULUTH, GA 30096

01  
T/W

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						
BRE/HV PROPERTIES L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
c/oBlackstone Real Estate Acquisitions III L.L.C., 375 Park Ave.			New York	NY	10154	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
13-4188927		limited liability company	Delaware	3433254	<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						
BEAR STEARNS COMMERCIAL MORTGAGE, INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
383 Madison Avenue			New York	NY	10179	

4. This FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto and incorporated herein.

File with Cook County, Illinois

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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) (ADDITIONAL FEE)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
Schaumburg, IL						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

5/28/04  
P 8  
SNO  
M/Y 04

**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 BRE/HV PROPERTIES 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					
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:

51 East State Parkway  
Schaumburg, 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 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

# UNOFFICIAL COPY

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

**Debtor:**                   **BRE/HV PROPERTIES L.L.C.**  
c/o Blackstone Real Estate Acquisitions III L.L.C.  
345 Park Avenue  
New York, New York 10154

**Secured Party:**       **BEAR STEARNS COMMERCIAL MORTGAGE, INC.**  
383 Madison Avenue  
New York, New York 10179

Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party 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 Amended and Restated Mortgage and Security Agreement, dated the date hereof, 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, 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,

# UNOFFICIAL COPY

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 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 or guests or invitees at the Property 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. Notwithstanding the foregoing, personal property shall not include any property belonging to tenants under Leases or guests or invitees at the Property except to the extent that Debtor shall have any right or interest therein;

# UNOFFICIAL COPY

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 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 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;
10. Insurance Proceeds. All proceeds in respect of the Property under 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;
11. Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
12. Conversion. 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;
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

# UNOFFICIAL COPY

ASSET #56

CHICAGO/SCHAUMBURG  
51 EAST STATE PARWAY

PARCEL 1: LOT 25 IN GOLF-ROSELLE DEVELOPMENT UNIT 8, BEING A RESUBDIVISION OF PART OF LOT 9 IN THE GOLF-ROSELLE DEVELOPMENT SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, SEWERS AND WATER MAINS, WITH ALL NECESSARY MANHOLES, WATER VALVES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC, SEWER, GAS, TELEVISION AND WATER SERVICE, AND TO MAKE CURB CUTS FOR SHARED ACCESS TO THE PUBLIC STREET, AS SET FORTH IN PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 88400776, AND IN PLAT OF RESUBDIVISION RECORDED AS DOCUMENT NUMBER 96882348.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEPTEMBER 1, 1988 AS DOCUMENT 88400778, AS AMENDED BY DOCUMENT NUMBER 92058099 MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 FOR INGRESS AND EGRESS OVER UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY CONSTRUCTED AS ENTRANCE OR EXIT DRIVEWAYS, INTERNAL DRIVEWAYS AND PARKING AISLES AND OVER UPON AND ACROSS ALL OTHER ROADS STREETS, SIDEWALKS, WALKWAYS AND OTHER RIGHTS OF WAY DESIGNED OR INTENDED FOR VEHICULAR OR PEDESTRIAN TRAFFIC AND PARKING EASEMENT OVER AND UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY CONSTRUCTED FOR PARKING SPACES FOR THE PURPOSE OF PARKING AUTOMOBILES, MOTORCYCLES, BICYCLES OR OTHER VEHICLES AND UTILITY EASEMENT OVER UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY DESIGNATED FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, AND REPLACEMENT OF SUCH WATER AND GAS MAINS, SANITARY SEWER AND STORM SEWER LINES, STORM WATER DETENTION AND RETENTION AREAS, LATERALS, FEEDERS, BASINS, ELECTRICAL CONDUITS, TRANSFORMERS, AND RELATED ACCESSORY FACILITIES AS SHALL BE NECESSARY OR REQUIRED BY LAW TO SERVE THE PROPERTY, AS IT IS OR MAY BE DEVELOPED WITH WATER, GAS, SANITARY SEWER, ELECTRICAL TELEPHONE AND OTHER UTILITY SERVICES AND FACILITIES

Tax Parcel No. 07-10-400-052-0000

# UNOFFICIAL COPY

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 pursuant to that certain Cash Management Agreement, dated the date hereof, among Debtor, BRE/Homestead Portfolio L.L.C., BRE/TX Properties L.P., BRE/MSTX Property L.P., and BRE/TN Properties L.L.C., Secured Party, Homestead Village Management LLC, as manager, and LaSalle Bank National Association, as agent, including, without limitation, the Cash Management Account, together with all deposits or wire transfers made to the Cash Management Account 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. All of Debtor's interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under that certain Interest Rate Cap Agreement, as defined in that certain Loan Agreement, dated December 30, 2003, between Debtor and Secured Party, 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

Property of Cook County Clerk's Office

The page contains two sets of handwritten scribbles. The top set consists of three vertical, wavy lines that are somewhat irregular and overlapping. The bottom set consists of three similar vertical, wavy lines, also somewhat irregular and overlapping. These scribbles appear to be made with a black pen or marker.