

UNOFFICIAL COPY



Doc#: 0417322255
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 08/21/2004 02:51 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Adrian Thompson (800) 621-3216 (phone) (800) 914-4240 (fax)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT CORPORATION
17 SOUTH HIGH STREET, 11th FLOOR
COLUMBUS, OHIO 43215

25 EAST DELAWARE PLACE
LOAN NO. 50-2794716

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 DELAWARE II, L.L.C.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME	CITY PARK RIDGE	STATE IL	POSTAL CODE 60068
1c. MAILING ADDRESS 324 WEST TOUHY AVENUE	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 00761834	<input type="checkbox"/> NONE
1d. TAX ID #: SSN OR EIN 04-3707902	ADD'L INFO RE ORGANIZATION DEBTOR LLC	1e. TYPE OF ORGANIZATION LLC	

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	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
2c. MAILING ADDRESS	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	

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 WACHOVIA BANK, NATIONAL ASSOCIATION	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME	CITY CHARLOTTE	STATE NC	POSTAL CODE 28282
3c. MAILING ADDRESS 301 SOUTH TRYON STREET, PMB 35-123			COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

FILE WITH COOK COUNTY CLERK

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)	All Debtors	Debtor 1	Debtor 2		
8. OPTIONAL FILER REFERENCE DATA	5992					

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

AT-610800430-1

UNOFFICIAL COPY

EXHIBIT A

Legal Description

Permanent Real Estate Tax Identification Numbers: 17 03 216 005.

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 25 E. Delaware Place, Chicago, Illinois, more particularly described as follows:

UNOFFICIAL COPY

EXHIBIT A

Legal Description:

THAT PART OF BLOCK 15 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK RUNNING WEST 169 FEET 6-1/2 INCHES TO LAND NOW OR FORMERLY OF MATTHEW POOS; RUNNING THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID BLOCK ABOUT 50 FEET TO A POINT FROM WHICH A STRAIGHT LINE RUNNING SOUTH 88 DEGREES 45 MINUTES EAST TO THE EAST LINE OF SAID BLOCK WOULD INTERSECT SAID EAST LINE AT A POINT 52.53 FEET SOUTH OF THE NORTH EAST CORNER OF SAID BLOCK; RUNNING THENCE EASTERLY ON SAID STRAIGHT LINE TO THE EAST LINE OF SAID BLOCK; RUNNING THENCE NORTH ON THE EAST LINE OF SAID BLOCK 52.53 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE WEST 30 FEET THEREOF) IN COOK COUNTY, ILLINOIS

Cook County Clerk's Office

UNOFFICIAL COPY25 East Delaware Place
LOAN NO. 50-2794716**EXHIBIT B TO UCC-1**

All right, title and interest of Debtor in and to:

(a) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the premises described in Exhibit A annexed hereto and made a part hereof (the "Premises") (the "Improvements");

(b) 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, disposal 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 Premises 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);

(c) 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 Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises 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;

(d) 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 Premises or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

(e) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;

(f) all cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by the Secured Party pursuant to the Mortgage (as hereinafter defined) or any other of the Loan Documents (as defined in the Mortgage), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Payment Reserve and the Replacement Reserve (each as defined in the Mortgage);

(g) all leases, licenses, concessions and occupancy agreements of the Land or the Improvements, whether written or oral, now or hereafter entered into and all rents, royalties, issues, profits, bonus money, revenue, income, rights and other benefits (collectively, the "Rents and Profits") of the Premises or the Improvements, now or hereafter arising from the use or

UNOFFICIAL COPY

enjoyment of all or any portion thereof or from any present or future lease (including, without limitation, oil, gas and mineral leases), 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, subject, however, to the provisions contained in Section 1.11 of the Mortgage;

(h) all contracts and agreements now or hereafter entered into covering any part of the Premises 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 Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Premises or the Improvements;

(i) all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;

(j) all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises 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 Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the "General Intangibles");

(k) 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 Premises 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 Premises or the Improvements;

(l) all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

(m) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Premises, including any unearned premiums thereon;

UNOFFICIAL COPY

(n) 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

(o) all other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

All of the foregoing items (a) through (o), together with all of the right, title and interest of Debtor therein, are collectively referred to as the "Collateral".

This UCC-1 Financing Statement is filed in connection with that certain Mortgage and Security Agreement of even date (the "Mortgage") covering the fee estate of Debtor in the Premises and intended to be duly recorded in the county in which the Premises is located.