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UCC FINANCING STATEMENT

County of Cook, Illinois

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0428802234
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/14/2004 11:25 AM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Record and Return to:
Barclays Capital Real Estate
141 W. Jackson, Suite 3200
Chicago, IL, 60604

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
OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Garo Kholamian, 257 E. Main Street, Suite 3 Barrington IL 60010 USA
1d. TAX I.D.# SSN or EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited liability company 1f. JURISDICTION OF ORGANIZATION Illinois 1g. ORGANIZATIONAL I.D.#, if any 00082074 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 I.D.#, 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
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
141 W. Jackson, Suite 3200 Chicago IL 60604 USA

4. This FINANCING STATEMENT covers the following collateral:

All Debtor's now owned or hereafter acquired goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, deposit accounts, letter-of-credit rights, investment property, tort claims (including commercial tort claims), fixtures, and other property including but not limited to the property described in the Schedule of Collateral attached hereto and incorporated herein by reference, and all products and proceeds thereof and additions and accessions thereto.

Box 400-CTCC

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

8. OPTIONAL FILER REFERENCE DATA

047353/097744

8238472 DL JPRK 686

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**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GS Apartments, L.L.C.

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 I.D.#, if any

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:

16. Additional collateral description

LEGAL DESCRIPTION/ATTACHMENT  
See Attached Exhibit A

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 OF COLLATERAL GS APARTMENTS, L.L.C., AS DEBTOR, BARCLAYS CAPITAL REAL ESTATE INC., AS SECURED PARTY**

Debtor does hereby irrevocably deed, mortgage, grant, bargain, sell, assign, pledge, warrant, transfer and convey to Lender, and to its successors and assigns as Lender, as security for the Obligations, with power of sale, the following property, rights, interests and estates, now owned or hereafter acquired by Debtor (collectively, "**Property**");

**Land.** The land described in Exhibit A attached hereto and made a part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith ("**Land**");

**Additional Land.** All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to this Security Instrument, and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "**Land**");

**Improvements.** All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("**Improvements**");

**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 Property 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 Property and every part and parcel thereof, with all appurtenances thereto;

**Fixtures and Personal Property.** All goods, inventory, machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements or substitutions of all or any portion thereof (collectively, "**Personal Property**");

**Leases and Rents.** All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("**Leases**"), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's right, title and interest in the Leases, including,

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without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("**Lease Guaranties**"), (ii) all cash, notes, or security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("**Tenant Security Deposits**"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("**Bankruptcy Claims**"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("**Tenant Claims**"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "**Rents**"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

**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, without limitation, 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;

**Insurance Proceeds.** All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;

**Tax Certiorari.** All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;

**Agreements.** All agreements (including, without limitation, interest rate cap agreements, swaps or other interest hedging agreements), contracts (including, without limitation, service, supply and maintenance contracts), registrations, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), franchise, 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 Property, or respecting any business or activity conducted from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder (collectively, the "**Operating Agreements**");

**Intangibles.** All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles and payment intangibles relating to or used in connection with the operation of the Property;

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Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks, drafts, certificates, accounts receivable, documents, letter of credit rights, commercial tort claims, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;

Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Lender in the Property and to appear in and defend any action or proceeding brought with respect to the Property;

Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto; and

Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections

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## EXHIBIT "A" Legal Description

### Parcel 1:

Lot 2 in block 11 in Village of Barrington in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois;

### Parcel 2:

Easement for the benefit of Parcel 1 aforesaid, as created by Easement Agreement Number 1 dated June 25, 1990 and recorded July 31, 1990 as Document 90367109 made by the Village of Barrington, a municipal corporation of Illinois, to Main Street Office Building Partners, Ltd., for ingress and egress by motor vehicles and pedestrians and to maintain an access ramp and appurtenant retaining walls over a parcel of land described as follows:

That part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, lying between lines parallel with and a distance of 43 feet and 93.5 feet, respectively, Northeasterly, measured at right angles, from the center line of the most Northeasterly or Eastbound main track of the Chicago and Northwestern Railroad, as said main tract is now located, described as follows:

Commencing at the Southeasterly corner of Lot 2 in the Village of Barrington subdivision, thence Northwesterly along the Southwesterly line of said Lot 2, a distance of 31.5 feet to the Point of Beginning; thence continuing Northwesterly along said Southwesterly line of said Lot 2, a distance of 32.50 feet; thence Southerly along a line forming an angle of 56 degrees 30 minutes 30 seconds with the previous course, as measured from Southwesterly to Southerly, a distance of 26.09 feet; thence Southeasterly and parallel with the said Southwesterly line of said Lot 2, a distance of 32.50 feet; thence Northerly a distance of 26.09 feet to Point of Beginning;

### Parcel 3:

Easement for the benefit of Parcel 1 aforesaid, as created by Non-Exclusive Easement Agreement Number 2 dated June 25, 1990 and recorded July 31, 1990 as Document 90367110 made by the Village of Barrington, a municipal corporation of Illinois, to Main Street Office Building Partners, Ltd., for ingress and egress by motor vehicles and pedestrians over a parcel of land described as follows:

### Parcel 3A:

That part of the following described parcel lying Northwesterly of the Southerly prolongation of the East line of the West 60 feet of Block 19 in the Village of Barrington, more fully described as Parcel 3B herein after described: That part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, lying between lines parallel with and a distance of 43 feet and 93.5 feet, respectively, Northeasterly, measured at right angles, from the center line of the most Northeasterly or Eastbound main track of the Chicago and Northwestern Railroad, as said main tract is now located:

### Parcel 3B:

The west 60 feet of Block 19 in the Village of Barrington, as said Block is described on the plat of the subdivision of the East  $\frac{1}{2}$  of Lot 2 of the Northwest  $\frac{1}{4}$  of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, all in Cook County, Illinois

Common Property Address: 257 East Main Street, Barrington, Illinois

Permanent Index Numbers: PERM TAX # 01-01-103-002-0000 PCL 1 of 1