

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



A. NAME & PHONE OF CONTACT AT FILER [optional]  
**GEORGE N. GILKERSON, JR. (630) 245-0400**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DIKEMA GOSSETT ROOKS PITTS PLLC  
 1200 COMMERCE COURT  
 SUITE 300  
 Lisle, ILLINOIS 60532**

Doc#: 0433727137

Eugene "Gene" Moore Fee: \$32.00

Cook County Recorder of Deeds

Date: 12/02/2004 02:26 PM Pg: 1 of 5

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01041892486  
56333  
24817010

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  
**REGATTA LLC**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

**ONE WEST SUPERIOR, SUITE 200 CHICAGO IL 60610 USA**

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

**LLC ILLINOIS 01091832**  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  
**NATIONAL CITY BANK OF THE MIDWEST**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

**2021 SPRING ROAD, SUITE 600 OAK BROOK IL 60523 USA**

4. This FINANCING STATEMENT covers the following collateral:

PURSUANT TO A CERTAIN CONSTRUCTION, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES, DATED AND EFFECTIVE NOVEMBER 22, 2004, BY AND BETWEEN THE DEBTOR AND SECURED PARTY, AND RECORDED WITH THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, THE COLLATERAL OF WHICH IS FULLY DESCRIBED ON EXHIBITS A AND B, ATTACHED HERETO AND MADE A PART HEREOF.

**Near North National Title Corp  
 222 North LaSalle Street  
 Chicago, Illinois 60601**

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

TO BE RECORDED WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS

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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		
	REGATTA 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
				COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	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			
	LASALLE BANK NATIONAL ASSOCIATION			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
	135 SOUTH LASALLE ST., SUITE 1225	CHICAGO	IL	60603
				COUNTRY
				USA

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 EXHIBITS A AND 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 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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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1

LOT 6, TOGETHER WITH THE EAST 20 FEET OF LOT 5 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 4, 2003 AS DOCUMENT 0030301045.

#### PARCEL 2

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2004 AS DOCUMENT 0030322531, AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 18, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT 0432427091.

Common Address: 420 East Waterside Drive, Chicago, Illinois

P.I.N.'s: 17-10-400-015 and 17-10-401-010

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## **EXHIBIT B** **(COLLATERAL)**

(a) Improvements. All buildings and improvements of every kind and description now or later erected or placed on the Real Estate and all materials intended for construction, reconstruction, alteration, and repairs of any improvements now or later erected on the Real Estate, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery to the Real Estate (The property described in this clause (a) is referred to as the "**Improvements**");

(b) Fixtures. All fixtures and personal property now or later owned by Mortgagor and attached to or contained in and used in connection with the Real Estate; furniture and furnishings owned by Mortgagor used in the operations of the Premises (as defined below); and all additions and renewals or replacements or articles in substitution whether or not the same are or shall be attached to the building or buildings in any manner (The property described in this clause (b) is referred to as the "**Fixtures**");

(c) Proceeds. All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Real Estate and Improvements, all rights in and to all present and future fire and other insurance policies pertaining to the Real Estate and Improvements, any sums at any time on deposit for the benefit of Mortgagee or Mortgagor or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage and all awards, compensation, damages and/or proceeds paid or to be paid in connection with, or in lieu of, any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Real Estate and Improvements; and

(d) Documents and Intangibles. All contracts, documents, agreements, contract rights and general intangibles relating to design, development, operation, construction upon, management, leasing, sale and use of the Real Estate and Improvements, including:

- (i) all names under which or by which the Real Estate and/or Improvements may at any time be owned and operated, or any variations of the names, and all goodwill in any way relating to the Real Estate and Improvements and all service marks and logo types used in connection the Real Estate,
- (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances and rights obtained from governmental agencies or other governmental authorities issued or obtained in connection with the Real Estate and/or Improvements,
- (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the

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development, construction upon, use, occupation, leasing, sale or operation of the Real Estate and/or Improvements,

- (iv) all materials prepared for filing or filed with any governmental agency or other governmental authority,
- (v) all plans, specifications, drawings, maps, surveys, studies, architectural, engineering and construction contracts, management and leasing contracts and other agreements and documents, of whatever kind or character, relating to the use, construction upon, occupation, leasing, sale or operation of the Real Estate, the Improvements, and/or the Fixtures, whether now existing or later entered into, and in, to and under any amendments, supplements, modifications and additions, extensions and renewals and substitutions, and
- (vi) the books and records of Mortgagor relating to design, development, construction, operation or management of the Real Estate and/or the Improvements,

it being mutually agreed, intended and declared that all the property shall, so far as permitted by applicable Requirements of Law be deemed to form a part and parcel of the pledged Real Estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage.

(e) Collateral Assignments:

- (i) Collateral Assignment of Unit Sales Contracts;
- (ii) Collateral Assignment of Contracts, Plans, Specifications, Licenses and Permits, including Consent to Assignment;
- (iii) Collateral Assignment of Architect's Contract, including Consent to Assignment;
- (iv) Collateral Assignment of Condominium Management Contract, including Consent to Assignment;
- (v) Collateral Assignment of General Contractor's Contract, including Consent to Assignment;
- (vi) Collateral Assignment of Project Director's Contract, including Consent to Assignment; and
- (vii) Collateral Assignment of Sales and Marketing Agent Contract, including Consent to Assignment.