

UNOFFICIAL COPY



Doc#: 0506718056  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 03/08/2005 10:36 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DLA Piper Rudnick Gray Cary (US) LLP**  
**550 Hope Street**  
**Los Angeles, California 90071**  
**Attn: Steven A. Fein, Esq.**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

520970, CRT, 01 (3)

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  
**LSF4 GLENVIEW, LLC**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS  
**717 North Harwood, Suite 2200**

CITY <b>Dallas</b>	STATE <b>TX</b>	POSTAL CODE <b>75201</b>	COUNTRY <b>USA</b>
-----------------------	--------------------	-----------------------------	-----------------------

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Ltd. Liability Co.</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL I.D.#, if any <b>3839131</b>	<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 I.D.#, 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  
**PREFII PREFERRED INCOME JOINT VENTURE, L.P.**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS  
**11812 San Vicente Boulevard, Suite 350**

CITY <b>Los Angeles</b>	STATE <b>CA</b>	POSTAL CODE <b>90049</b>	COUNTRY <b>USA</b>
----------------------------	--------------------	-----------------------------	-----------------------

4. This FINANCING STATEMENT covers the following collateral:  
See Schedule I attached hereto and made a part hereof.

Box 400-CTCC

This financing statement is presented for filing to the Recorder of Deeds of Cook County, Illinois

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAIOLR  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  
**Pru/Wyndham (Glenview Fixture Filing)**

# 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

**LSF4 GLENVIEW, 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 debtor 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 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.

16. Additional collateral description:

14. Description of real estate:

**See Exhibit A attached hereto and made a part hereof.**

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

# UNOFFICIAL COPY

## SCHEDULE I TO UCC FINANCING STATEMENT

DEBTOR: LSF4 GLENVIEW, LLC

SECURED PARTY: PREFII PREFERRED INCOME JOINT VENTURE, L.P.

The collateral covered by this financing statement is all of the Debtor's right, title and interest in and to the following described property and the proceeds thereof (the "**Property**"): Office

- (a) The real estate described on Exhibit A attached hereto (the "**Land**");
- (b) All of the following (collectively, the "**Improvements**"): all buildings, improvements and fixtures of every kind or nature now or in the future situated or to be constructed on the Land; to the extent not owned by tenants of the Property, all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, structures, improvements or fixtures; all building materials and goods procured for use or in connection with the foregoing, including, without limitation, all beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, potted plants, stoves, ranges, refrigerators, laundry machines, dishwashers, garbage disposals, washers and dryers and other customary hotel equipment; and all additions, substitutions and replacements to any of the foregoing;
- (c) To the extent assignable, all plans, specifications, architectural renderings, drawings, soil test reports, other reports of examination or analysis of the Land or the Improvements;
- (d) All easements, rights-of-way, water courses, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto ("**Appurtenances**");
- (e) All agreements (including the Glenview Operating Lease) affecting the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "**Leases**") and all rents, prepayments, security deposits,

# UNOFFICIAL COPY

termination payments, royalties, profits, issues and revenues from the Land and/or Improvements from time to time accruing under the Leases, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under Title 11 of the United States Code including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges and vending machine sales, (the "**Rents**"), reserving to Debtor, however, so long as no Event of Default exists under the Mortgage (hereinafter defined), a revocable license to receive and apply the Rents in accordance with the terms and conditions of Section 6 of the Mortgage;

(f) All claims, demands, judgments, insurance proceeds, tax refunds, reserves, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or Appurtenances or any part thereof, or (iii) the ownership or operation of the Property;

(g) To the extent assignable, all management contracts, license agreements, service contracts, supply and maintenance agreements, permits, certificates, licenses, approvals, contracts, options, development rights, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Land, Improvements and/or Leases, including building permits, environmental certificates, liquor licenses, business licenses, food service licenses, State health department licenses, licenses, certificates of operation, warranties and guaranties;

(h) All accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books and records relating to the foregoing, including Debtor's rights to payment from any consumer credit charge organization, or entities which sponsor and administer such credit cards as the American Express Card, the Visa Card and the MasterCard;

(i) Any monies on deposit with or for the benefit of the Secured Party, including deposits for the payment of real estate taxes and any reserve account or cash collateral account (including without limitation, the Escrow Fund);

# UNOFFICIAL COPY

(j) All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "**Governmental Agency**") or (ii) any insurance or utility company relating to any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

(k) All refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

(l) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property of the types described in the preceding granting clauses; and

(m) Any and all after-acquired right, title or interest of Debtor in and to any property of the types described in the preceding granting clauses.

Capitalized terms used in this Section I without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of March 3, 2005 between Debtor, Secured Party and certain other borrowers (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

This UCC Financing Statement is filed in connection with that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of March 3, 2005, given by Debtor in favor of Secured Party (the "**Mortgage**").

# UNOFFICIAL COPY

## EXHIBIT A TO UCC FINANCING STATEMENT

### LEGAL DESCRIPTION

LOT 1 IN PARK CENTRAL SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS STATE TOLL HIGHWAY AND SOUTHWESTERLY OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1986 AS DOCUMENT 86017692 IN COOK COUNTY, ILLINOIS.

CONTAINING 540,328 SQUARE FEET (12.404 ACRES) OF LAND MORE OR LESS.

RECORD DIMENSIONS SHOWN HAVE BEEN OBTAINED FROM SAID SUBDIVISION DOCUMENT.

### CONSERVATION EASEMENT AREA

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT 23335308 RECORDED DECEMBER 24, 1975; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE A DISTANCE OF 555 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 128.60 FEET; THENCE WESTERLY ON A LINE AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 260.90 FEET TO SAID EAST LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY ALONG THE SAID EAST LINE, A DISTANCE OF 275 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHERLY ON SAID EAST LINE BEING A CURVED LINE CONVEXED EASTERLY HAVING A RADIUS OF 5854.80 FEET, A DISTANCE OF 229.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 100,509 SQUARE FEET (2.3074 ACRES) OF LAND MORE OR LESS.

*P/A: 1400 Milwaukee Avenue  
Glenview, IL*

*Pin: 04-32-100-020-0000  
021-0000  
022-0000*