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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
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UCC FINANCING STATEMENT

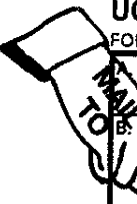
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

STROOCK & STROOCK & LAVAN LLP
10 MAIDEN LANE
NEW YORK, NEW YORK 10038
ATTENTION: STEVEN MOSKOWITZ, ESQ.

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NNNT 01050252 Carb Co, IL

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
400 NORTH LASALLE STREET LLC

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
C/O DRAPER AND KRAMER, INC., 33 W. MADISON ST
CITY: CHICAGO STATE: IL POSTAL CODE: 60603 COUNTRY: USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY 1f. JURISDICTION OF ORGANIZATION DELAWARE 1g. ORGANIZATIONAL ID #, if any 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

2c. MAILING ADDRESS

2d. TAX ID #: SSN OR EIN 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
NORTH LASALLE FUNDING COMPANY

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
C/O J.P. MORGAN INVESTMENT MANAGEMENT INC., 522 FIFTH AVENUE
CITY: NEW YORK STATE: NY POSTAL CODE: 1003 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). (If applicable) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA: All Debtors Debtor 1 Debtor 2

COOK COUNTY

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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 400 NORTH LASALLE STREET 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. TAX ID #: SSN OR EIN	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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

16. Additional collateral description:

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 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

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SCHEDULE A to UCC-1 FINANCING STATEMENT

**400 NORTH LASALLE STREET LLC, as Debtor,
and
NORTH LASALLE FUNDING COMPANY, as Secured Party**

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the following:

1. all that certain lot, piece or parcel of land owned or hereafter acquired by Debtor located in Chicago, Illinois and known as 400 North LaSalle Street, as more particularly described in Exhibit A attached hereto, as the description of the same may be amended, modified or supplemented from time to time, and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, transferable development rights, easements (in gross and/or appurtenant), including all of Mortgagor's right, title and interest in and to that certain Declaration of Reciprocal Easements and Parking Development Rights by Wells Kinzie L.L.C. dated November 30, 2001, agreements, rights-of-way or use, rights (including alley, drainage and any other rights to produce or share in the production of anything from or attributable thereto), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any such right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, development rights (including "air rights"), right or license in any way affecting said land and/or other land and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress with respect to said land, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same (all of the foregoing hereinafter collectively referred to as the "Land");
2. all buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment, supplies and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in or used in connection with any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively referred to as the "Improvements");
3. to the extent that the same are not Improvements, all machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels and tangible personal property and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, if any, owned by Debtor or in which Debtor has or shall acquire an interest, wherever situated, and now or hereafter located on, attached to, contained in or used in connection with the properties referred to in items 1, 2, 5 or 6 hereof, or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively referred to as the "Equipment"), including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges,

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vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings and fixtures (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Premises"); all funds, accounts, deposits, instruments, documents, general intangibles, and notes or chattel paper arising from or by virtue of any transactions related to the Premises; all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Premises. Without limitation, Debtor hereby grants to Secured Party a security interest in and to all of Grantor's present and future "equipment" and "general intangibles" (as defined in the Uniform Commercial Code of the State of Illinois) located in and relating to the Premises, and Secured Party shall have, in addition to all rights and remedies provided herein, in the Loan Documents, all of the rights and remedies of a "secured party" under said Uniform Commercial Code;

4. all the leases, subleases, lettings and licenses and all other contracts (including contracts of sale for units, bonds and agreements affecting the Premises and/or any other property or rights conveyed or encumbered hereby, or any part thereof, now or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively called the "Leases"), and all right, title and interest of Debtor thereunder, including cash and securities deposited thereunder (as down payments, security deposits, or otherwise); the right to receive and collect the rents, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions and options thereof or thereunder (all of the foregoing hereinafter collectively called the "Rents"), and all rights reserved to or granted to the developer and declarant under all documents necessary for the operation of the Improvements as a condominium, including, but not limited to a declaration of condominium (the "Declaration"), articles of incorporation, by-laws, rules and regulations of the condominium association, a management agreement, the contracts of sale and deed forms to be used in connection with the sale and purchase of units and all other documents, as required by the Florida Condominium Act, as amended from time to time, and all regulations promulgated under the foregoing, and otherwise, relating in whole or in part to the imposition of a condominium regime upon the Premises or the regulations, management or administration of the condominium regime after such imposition (collectively, the "Condominium Documents");

5. any and all moneys, goods, accounts, chattel paper, general intangibles, documents, instruments, contract rights and other real and personal property (including property exchanged therefor), of every kind and nature, which may from time to time be subjected to Secured Party's lien, or which may come into the possession of or be subject to the control of Secured Party;

6. all unearned premiums under insurance policies now or hereafter obtained by Debtor, all proceeds (including funds, accounts, deposits, instruments, general intangibles, notes or chattel paper) of the conversion, voluntary or involuntary, of any of the property described herein into cash or other liquidated claims, including proceeds of hazard, title and other insurance and proceeds received pursuant to any sales or rental agreements of Debtor in respect of the property described herein, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all

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subsequent owners of the Premises and/or any other property or rights conveyed or encumbered hereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade of streets; and

7. all products and proceeds of the foregoing.

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Exhibit A

Parcel 1:

Lots 1 to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, East of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in the Assessor's Division of Block 9 in Newberry's Addition to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feet of Lot 6) and that part of the East-West 18.00 foot public alley lying North of Lots 1, 2 and 3 (except the East 20 feet of Lot 1 taken for widening LaSalle Street) and lying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening LaSalle Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying East of a line described as follows: beginning on the South line of said Lot 8, a distance of 175.12 feet East of the Southwest corner of Lot 5; thence North, perpendicular to said South line, 121.80 feet; thence West, perpendicular to the last described course, 1.46 feet; thence North, perpendicular to the last described course, 9.70 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 2.00 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 2.00 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 16.42 feet; thence East, perpendicular to the last described course, 1.46 feet; thence North, perpendicular to the last described course, 8.53 feet to a point on the North line of said Lot 8, a distance of 174.57 feet East of the Northwest corner of said Lot 1, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Reciprocal Easements and Parking and Development Rights, dated 11-30-01 and recorded March 22, 2002 as document number 20331215, over, upon and across the land described as follows:

Lots 1 to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, East of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in the Assessor's Division of Block 9 in Newberry's Addition to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feet of Lot 6) and that part of the East-West 18.00 foot public alley lying North of Lots 1, 2 and 3 (except the East 20 feet of Lot 1 taken for widening LaSalle Street) and lying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening LaSalle Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying West of and adjoining Parcel 1, in Cook County, Illinois.