



Doc#: 0515318093
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/02/2005 03:33 PM 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)
WASHINGTON MUTUAL BANK, FA
National Commercial Operations Center
MS 3545RMTX, 1150 Enterprise Drive, #200
Coppell, TX 75019
File No. 55977.098

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
LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee Under a Trust Agreement dated September 17, 1980 and known as Trust No. 112671-01, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 17, 1980 AND KNOWN AS TRUST NO. 112671-01 ("Trust") and 860 DeWitt Limited Partnership, an Illinois limited partnership ("Beneficiary"), sole Beneficiary under the referenced Trust Agreement, whose address is 2001 North Halstead Street, Suite 301, Chicago, IL 60614, (Trust and Beneficiary herein known as "Debtor")
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 3009 N. BROADWAY CITY CHICAGO STATE IL POSTAL CODE 60657 COUNTRY USA
1d. TAX ID#: 36-373920 ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited partnership 1f. JURISDICTION OF ORGANIZATION Illinois 1g. ORGANIZATIONAL ID#, if any C005942 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 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
WASHINGTON MUTUAL BANK, a federal association
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS National Commercial Operations Center MS 3545RMTX, 1150 Enterprise Drive, #200 CITY Coppell STATE TX POSTAL CODE 75019 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR DESCRIPTION OF COLLATERAL;
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LOCATION OF COLLATERAL.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB SELLER/BUYER AG. LIEN NON-UCC FILING
6. [X] 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) [optional] All Debtors Debtor 1 Debtor 2

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EXHIBIT "A"

(LEGAL DESCRIPTION ATTACHED)

Property of Cook County Clerk's Office

A handwritten signature in black ink, consisting of several vertical, wavy lines, is positioned over the diagonal watermark text.

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Legal Description

Leasehold Estate, as defined in the Conditions and Stipulations of the ALTA Leasehold Policy endorsement to be attached to the ALTA Loan Policy, created by the instrument herein referred to as the Lease, made by 199 Lake Shore Drive, Inc., a corporation of Delaware, lessor, to American National Bank & Trust Company of Chicago, a national banking association, as Trustee under trust agreement dated February 10, 1960 and known as trust number 15196, lessee, dated March 1, 1960 and recorded March 1, 1960 as document 17792948, demising the land for a term of 99 years and 10 months beginning March 1, 1960, and ending midnight December 31, 2059, as assigned to Mid-Continental Realty Corporation by assignment recorded May 14, 1969 as document 20841198; assigned to American National Bank & Trust Company of Chicago, a national banking association, as Trustee under trust agreement dated February 11, 1974 and known as trust number 32673, by assignment recorded March 8, 1974 as document 22649112 and 22649113; assigned to Paul D. Wilcher, Sr. by assignment recorded February 3, 1976 as document 23379937; assigned to Exchange National Bank of Chicago, a national banking association, as Trustee under trust agreement dated January 10, 1976 and known as trust number 30868 by assignment recorded as document 23379988; assigned by LaSalle National Bank, successor trustee to Exchange National Bank of Chicago, as Trustee under Trust Number 10-30868-09, Assignor, to American National Bank and Trust Company of Chicago, as Trustee under Trust Number 112671-01, Assignee/Lessee, by assignment recorded January 17, 1991 as Document Number 91027676; and LaSalle Bank is successor to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 17, 1990, and know as Trust Number 112671-01 (present Lessee). The Lease was amended by Modification Agreement recorded September 12, 1984 as document No. 27250541, made by and between Harris Trust and Savings Bank, a corporation of Illinois, as Trustee under trust agreement dated February 2, 1973 and known as trust number 3538 (present Lessor), and LaSalle National Bank of Chicago, a national banking association, as Trustee under trust agreement dated January 10, 1976 and known as trust number 10-30868-09, and is for a term of a number years commencing and expiring on dates therein, subject to such term commencing, terminating or expiring on such other date(s) as provided in the Lease, demising and leasing the following described premises, to-wit:

Lot 34 (except the West 15 and one-half (15 1/2) feet thereof) and all of Lots 35 and 36 in Lake Shore Drive Addition to Chicago, a subdivision of parts of Blocks 14 and 20 in Canal Trustees Subdivision of the South Fractional Quarter of Section 03, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent tax index number: 17-03-221-010

Property Address: 860 De Witt Place
Chicago, IL

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SCHEDULE A

DEBTOR: LaSalle Bank National Association, as successor to American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee Under a Trust Agreement dated September 17, 1980 and known as Trust No. 112671-01, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 17, 1980 AND KNOWN AS TRUST NO. 112671-01 ("Trust") and 860 DeWitt Limited Partnership, an Illinois limited partnership ("Beneficiary"), sole Beneficiary under the referenced Trust Agreement, whose address is 2001 North Halstead Street, Suite 301, Chicago, IL 60614, (Trust and Beneficiary herein known as "Borrower")

SECURED PARTY: WASHINGTON MUTUAL BANK, a federal association

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "Personalty");
4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or

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both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");

10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");

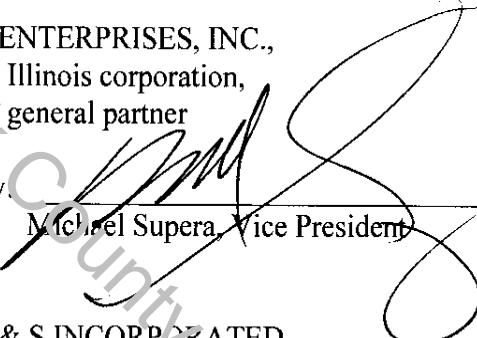
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- 13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);
- 14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and
- 15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

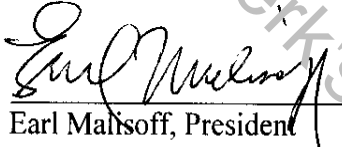
BORROWER:

860 DEWITT LIMITED PARTNERSHIP,
an Illinois limited partnership

By: S ENTERPRISES, INC.,
an Illinois corporation,
its general partner

By: 
Michael Supera, Vice President

By: E & S INCORPORATED,
an Illinois corporation,
its general partner

By: 
Earl Malisoff, President

LASALLE BANK NATIONAL ASSOCIATION, as successor to
AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, a National Banking Association, as Trustee Under a
Trust Agreement Dated September 17, 1980 and known as Trust
No. 112671-01

By: _____
Print Name: _____
Title: _____