

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Carrie Gallagher, Esq.  
Lewis and Roca LLP  
40 North Central Avenue  
Phoenix, Arizona 85004-4429

82471-887



Doc#: 0516512182  
Eugene "Gene" Moore Fee: \$36.50  
Cook County Recorder of Deeds  
Date: 06/14/2005 04:26 PM Pg: 1 of 7

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 <b>Primestor Chicago, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>228 South Beverly Drive</b>			CITY <b>Beverly Hills</b>	STATE <b>CA</b>	POSTAL CODE <b>90212</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited liability co.</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>DE3912820</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 <b>Primestor 119, LLC</b>						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS <b>228 South Beverly Drive</b>			CITY <b>Beverly Hills</b>	STATE <b>CA</b>	POSTAL CODE <b>90212</b>	COUNTRY <b>USA</b>
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION <b>limited liability co.</b>	2f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	2g. ORGANIZATIONAL ID #, if any <b>DE3912961</b> <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 <b>The Prudential Insurance Company of America</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>8 Campus Drive</b>			CITY <b>Parsippany</b>	STATE <b>NJ</b>	POSTAL CODE <b>07054</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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	

14495-499

Record in Cook County, Illinois

1642379.1

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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		
<b>Primestor Chicago, LLC</b>		
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. <b>SEE INSTRUCTIONS</b>	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 attached Exhibit B legal description.**

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 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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DEBTORS:  
 Primestor Chicago, LLC  
 Primestor 119, LLC

## EXHIBIT A

### COLLATERAL

[As used herein "Debtor" shall mean "Mortgagor" and "Secured Party" shall mean "Mortgagee", each as defined in the Mortgage.]

All Improvements (hereinafter defined), tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and including but not limited to all of the following property now or at any time hereafter owned by Debtor or in which Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right title or interest therein: (a) All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Land, or any of the Improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, building or construction materials, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all personal property owned by Debtor and now or hereafter used for similar purposes in or on the Land; (b) Debtor's right, title, and interest in all articles or parts now or hereafter affixed to the property described in (a) above and used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Land or any of the improvements now or hereafter located thereon (the "Improvements"); and (c) Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Land or the conduct of business thereon, including without limitation inventories located thereon, together with files, books of account, and other records.

**TOGETHER WITH** all of Debtor's right, title and interest in all reciprocal easement agreements, operating agreements, and agreements between Debtor and any tenants, easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

**TOGETHER WITH** all of Debtor's right, title and interest in all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are

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Primestor Chicago, LLC

Primestor 119, LLC

appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

**TOGETHER WITH** all of Debtor's right, title and interest in all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

**TOGETHER WITH** all of Debtor's right, title and interest in all leases, subleases, licenses, concessions and occupancy agreements of all or any part of the Land or the Improvements now or hereafter entered into and all rents, royalties, issues, profits, revenue, income and other benefits of the Land or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, subtenants, lessees or licensees, as applicable, of their obligations under any such leases, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

**TOGETHER WITH** all of Debtor's right, title and interest in all contracts and agreements now or hereafter entered into covering any part of the Land or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, development agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management, operation, leasing, sale, maintenance or repair of any part of the Land or the Improvements, subject to Debtor's license to collect the rents as set forth herein;

**TOGETHER WITH** all of Debtor's right, title and interest in all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;

**TOGETHER WITH** all of Debtor's right, title and interest in all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements (collectively, the "General Intangibles");

**TOGETHER WITH** all of Debtor's right, title and interest in all water taps, sewer taps, certificates of use and occupancy (or their equivalent), permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or

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**DEBTORS:**

Primestor Chicago, LLC

Primestor 119, LLC

components of any of the foregoing now or hereafter owned by Debtor and located or installed on the Land or the Improvements;

**TOGETHER WITH** all of Debtor's right, title and interest in all building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements;

**TOGETHER WITH** all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Land or the Improvements including any unearned premiums thereon;

**TOGETHER WITH** all of Debtor's right, title and interest in all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Land or the Improvements with respect to any period in which this Mortgage encumbers the Land or the Improvements;

**TOGETHER WITH** all other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

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Address: 1700 W. 119th St., Chicago, IL 60643

PIN: 25-19-417-015; 25-19-417-016

**PARCEL 1:**

THAT PART OF LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY), LYING SOUTHWESTERLY; WESTERLY, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES; BEGINNING AT POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 377 FEET WEST OF THE NORTHEAST CORNER THEREOF (AS MEASURED ALONG SAID NORTH LINE) AND RUNNING; THENCE SOUTHEASTERLY A DISTANCE OF 21.17 FEET TO AN INTERSECTION WITH A LINE WHICH IS 332 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID, SAID INTERSECTION BEING 15 FEET SOUTH OF THE AFOREMENTIONED NORTH LINE OF LOT 1 (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 673.30 FEET TO A POINT WHICH IS 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY ALONG A LINE WHICH, EXTENDED, PASSES THROUGH A POINT 1305.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO) A DISTANCE OF 87.43 FEET TO A POINT ON A LINE WHICH IS 775.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 282.53 FEET TO A POINT ON A LINE WHICH IS 610 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 414.00 FEET TO A POINT ON A LINE WHICH IS 1,189.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80.00 FEET TO POINT ON A LINE WHICH IS 690 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 109.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 276.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

ALL OF LOTS 1 TO 6 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE LAND TAKEN IN CONDEMNATION CASE 03L50655) AND (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY) AND EXCEPT THAT PART OF SAID LOTS LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING IN THE SOUTH LINE OF SAID LOT 6, 352 FEET WEST OF THE EAST LINE OF SAID 1/4 SECTION (AS MEASURED IN SAID SOUTH LINE); THENCE NORTHEASTERLY TO A POINT, 58 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED NORTH IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THEREOF); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION A DISTANCE OF 421.62 FEET; THENCE NORTHEASTERLY TO A POINT 1105.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION (AS MEASURED NORTH IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID

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1/4 SECTION A DISTANCE OF 200 FEET; THENCE NORTHWESTERLY TO A POINT 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION (AS MEASURED IN THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION TO THE INTERSECTION WITH A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID, THENCE NORTHWESTERLY TO THE NORTH LINE OF SAID LOT 1, 307 FEET WEST OF THE NORTHEAST CORNER THEROF (AS MEASURED IN SAID NORTH LINE), AND ALSO EXCEPTING THEREFROM THAT PART OF LOTS 1, 2 AND 3 IN THE RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY), LYING SOUTHWESTERLY, WESTERLY, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 307 FEET WEST OF THE NORTHEAST CORNER THEREOF (AS MEASURED ALONG SAID NORTH LINE) AND RUNNING; THENCE SOUTHEASTERLY A DISTANCE OF 21.17 FEET TO AN INTERSECTION WITH A LINE WHICH IS 332 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID, SAID INTERSECTION BEING 15 FEET SOUTH OF THE AFOREMENTIONED NORTH LINE OF LOT 1 (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 673.30 FEET TO A POINT WHICH IS 1932.12 FEET NORTH OF AND 332 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY ALONG A LINE WHICH, EXTENDED, PASSES THROUGH A POINT 1305.81 FEET NORTH OF AND 299.52 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 (AS MEASURED, RESPECTIVELY, ALONG THE EAST LINE THEREOF AND AT RIGHT ANGLES THEREOF) A DISTANCE OF 27.43 FEET TO A POINT ON A LINE WHICH IS 775.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 282.53 FEET TO A POINT ON A LINE WHICH IS 610 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 414.00 FEET TO A POINT ON A LINE WHICH IS 1,189.62 FEET SOUTH OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE NORTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS 690 FEET WEST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 103.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 276.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; IN COOK COUNTY, ILLINOIS.