# **UNOFFICIAL COPY**

#### Doo#: 0522914194 Fee: \$34.00 Eugene "Gene" Moore **UCC FINANCING STATEMENT** Dook County Recorder of Deeds FOLLOW INSTRUCTIONS (front and back) CAREFULLY Date: 08/17/2005 01:30 PM Pg: 1 of 6 A. NAME & PHONE OF CONTACT AT FILER [optional] MARY ALICE FLAVIN, 312.627.2144 B. SEND ACKNOWLEDGMENT TO: (Name and Address) LEXISNEXIS DOCUMENT SERVICES, INC. P.O. BOX 2969 SPRINGFIELD, IL 62708 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL ' £G/ L NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 1001 W. EXCHANGE LLC SUFFIX FIRST NAME MIDDLE NAME 1b. INDIVIDUAL'S LAST NAME COUNTRY POSTAL CODE 1c. MAILING ADDRESS **USA** 60609 IL 1001 W. EXCHANGE AVE CHICAGO 1g. ORGANIZATIONAL ID#, if any ADD'L INFO RE 18. TYPE OF ORC ANIZA" ON If JURISDICTION OF ORGANIZATION 1d TAX ID#: SSN OR EIN ORGANIZATION 00595551 LTD. LIABTY CO. | IL NONE 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only AB c sotor name (2s or 2b) - do not abbreviate or combine names R' ( NAM E MIDDLE NAME SUFFIX OR 2b. INDIVIDUAL'S LAST NAME POSTAL CODE COUNTRY 2c. MAILING ADDRESS 21, JURISDICTION OF C'.G. (IZATION 2g. ORGANIZATIONAL ID#, If any ADD'L INFO RE | 2e. TYPE OF ORGANIZATION 2d, TAX ID #: SSN OR EIN ORGANIZATION NONE 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party nar a (3a y 3b) 38. ORGANIZATION'S NAME LASALLE BANK NATIONAL ASSOCATION OR 36. INDIVIDUAL'S LAST NAME MIDDLE NAME SUFFIX TATE POSTAL CODE COUNTRY 3c. MAILING ADDRESS **USA**

135 SOUTH LASALLE STREET 4. This FINANCING STATEMENT covers the following coliateral:

44 4 hHynes #82-85-370.81

THE TYPES OR ITEMS OF PROPERTY COVERED BY THIS FINANCING STATEMENT ARE DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREO.

**CHICAGO** 

60603

#### Box 400-CTCC

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL 7, Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors Debtor 1 Debtor 2		
K ESTATE RECORDS. Attach Addendum (if applicable) [ADDITIONAL FEE] [optional] [All Debiors   Debior   Debior		direction and a second
R OPTIONAL FILER REFERENCE DATA	6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL  7. Check to REQU  IADDITIONAL F	
	R OPTIONAL FILER REFERENCE DATA	092992-0357

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UCC FINANCING STATEMENT ADDENDUM	1				
FOLLOW INSTRUCTIONS (front and back) CAREFULLY					
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STAT	EMENT				
9a, ORGANIZATION'S NAME					
OR BD. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX				
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MODEL WHELSTIN				
10. MISCELLANEOUS:					
0000		THE ABOVE SP	ACE IS	FOR FILING OFFI	CE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FLIL' EGAL NAME - Insert only one to	ame (11a or 11b) - do not abbrovi	ate or combine names			
11a. ORGANIZATION'S NAME					
0.~					
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MI	IDDLE N	AME	SUFFIX
11c. MAILING ADDRESS	СПУ	sı	TATE	POSTAL CODE	COUNTRY
11d. SEEINSTRUCTIONS   ADD'L INFO RE   11e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	,111, JURISDICTION OF ORGAN	NIZATION 11	g. ORG	ANIZATIONAL ID #, if a	ny NONE
ACCIONOR CIPIC	N/ VE - insert only one name	(12a or 12b)		····	
12.   ADDITIONAL SECURED PARTYS of   ASSIGNOR SIPS	(V) VIE - mach only gray value	(100			
OR 12b. INDIVIOUAL'S LAST NAME	FIRST NAME	M	IDDLE N	AME	SUFFIX
12c, MAILING ADDRESS	CITY	S	TATE	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:	16. Additional collateral descri	ptio			
SEE EXHIBIT "A" ATTACHED HERETO		1	-/		
AND MADE A PART HEREOF.			0.	Office	
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		ansactio	n effective 30 years	
	Filed in connection with a				

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## SCHEDULE 1 TO FINANCING STATEMENT

**DEBTOR'S NAME:** 

1001 W. Exchange, LLC

an Illinois limited liability company

1001 W. Exchange Avenue

Chicago, IL 60609

SECURED PARTY'S NAME:

LaSalle Bank National Association

135 South LaSalle Street Chicago, Illinois 60603

Following is a description of the types or items of personal property covered by this Financing Statement:

- all estate, right, title, and interest of Debtor, if any, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, roadways, strips and gores, and alleys adjoining or within the boundaries of the Real Estate;
- all and singular the tenements, hereditaments, easements, licenses, minerals, appurtenances, passages, waters, water courses, riparian, irrigation and drainage rights, and other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired at franchise, or license and the reversion and reversions and remainder and remainders thereof;
- all property and rights, if any, which by the express provisions of this Security Instrument are required to be subjected to the here hereof and any additional property and rights that from time to time hereafter, by installation or writing of any kind, may be subjected to the lien hereof by Debter or by anyone on Debtor's behalf;
- (d) all rights in and to common areas and access roads on adjacent land hereafter or hereafter granted to Debtor and any after-acquired title or reversion with respect thereto;
- (e) all of Debtor's interest and rights as lessor in and to all leases now or hereafter affecting the Real Estate and/or the Improvements (hereinafter defined) or any part thereof, whether written or verbal, and all rents, issues, proceeds and profits accruing and to accrue from the Real Estate and/or the Improvements, whether payable pursuant to any present or future leases or otherwise arising out of any, letting of or any agreement for the sale, occupancy or use of the Real Estate

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and/or the Improvements or any portion thereof which may have been heretofore or hereafter made or agreed to by Debtor, together with any deposits and profits now due and/or which may become due thereunder by virtue thereof and any guaranties executed in connection therewith (which are pledged primarily and on a parity with the Real Estate, and not secondarily);

- all buildings and improvements of every kind and description now or hereafter (f) erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Real Estate immediately upon the delivery thereof to the Real Estate, and all fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Real Estate; all heating, air-conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits, switchboards plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; alarm systems; boilers, ranges, furnaces, oil burners or units thereof; appliances, air cooling and air-cenditioning apparatus; vacuum cleaning systems; elevators, escalators; shades; awaings, screens; storm doors and windows; stoves, wall beds, refrigerators, cooking apportus and mechanical equipment, gas and electrical fixtures; partitions, mantels, built in mirrors, window shades, blinds, furniture of public spaces, halls and lobbies; attached cabinets, ducts and compressors; rugs and carpets; draperies; furniture and furnishings used in the operations of the Premises; and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner the property described in this clause (f) is referred to as the "Improvements");
- 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 Secured Party or Debtor or held by Secured Party (whether deposited by or on benefit of Debtor or anyone else) pursuant to any of the provisions of this Security Instrument 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
- (h) 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

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under which or by which the Real Estate and/or Improvements may at any time be owned and operated, or any variation thereof, and all goodwill in any way relating to the Real Estate and Improvements and all service marks and logo types used in connection therewith, (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 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 outhority, (v) all plans, specifications, drawings, maps, surveys, studies, architectural, engineering and construction contracts, management and leasing conugate 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 and/or the Improvements, whether now existing or hereafter entered into, and in, 13 and under any amendments, supplements, modifications and additions thereto, extensions and renewals thereof and substitutions therefor and (vi) the books and records of Debtor relating to design, development, construction, operation or management of the Real Estate and/or Improvements;

it being mutually agreed, intended and decleted that all the aforesaid property shall, so far as permitted by applicable Laws (hereinafter defined), be deemed to form a part and parcel of the Real Estate and for the purpose of the Junior Mortgage and Security Agreement dated as of July \_\_\_\_, 2005 by and between Debtor and Secured Party (the "Security Instrument") to be real estate, and covered by this Security Instrument, and as to any of the property aforesaid which does not so form a part and parcel of the Real Estate, this Security Instrument is hereby deemed to be, and is, as well, a Security Agreement under the Uniform Commercial Code as enacted in the state in which the Real Estate is located (the "Uniform Commercial Code") for the purpose of creating hereby a security interest in such property, which Debtor hereby greats to Secured Party as Secured Party (as such term is defined in the Uniform Commercial Code), it being further understood and agreed that the provisions hereof shall not apply or attach to any trade fixtures or personal property of any lessee of the Real Estate (the Real Estate and Improvements and all of the other property described in granting clauses (a) through (h) above are collective y referred to as the "Premises");

Capitalized words and phrases used herein and not otherwise defined herein shall have the respective meanings assigned to such term in either: (i) Article 9 of the Uniform Commercial Code as in force in Illinois at the time the financing statement was signed by the Debtor, or (ii) Article 9 as in force at any relevant time in Illinois, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.

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#### **EXHIBIT A Legal Description**

LOT 2, (EXCEPT THE SOUTH 196.33 FEET THEREOF) IN DONOVAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10 IN STOCK YARDS SUBDIVISION OF THE EAST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1001 W. EXCHANGE AVENUE, CHICAGO, ILLINOIS 108-0000

Office

Office

PIN: 20-05-200 108-0000