6523518155	
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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)

Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703

Doc#: 0523518195 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/23/2005 03:42 PM Pg: 1 of 9

		THE ABOVE SP	ACE 18 FC	K FILING OFFICE GSE	Olar I
1. DEBTOR'S EXACTFU	LLI GALNAME insert only one debtor name (1a or 1b)	) - do not abbreviate or combine names			
1a ORGANIZATION'S NA					
THOR PALM	ER HOUSE LOTEL & SHOPS LI	LC .			
OR TE INDIVIDUAL'S LAST N	AME	FIRST NAME	MIDDLE	NAME	SUFFIX
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TO MAILING ADDRESS C/	O THOR EQUITIES, LLC	CITY	STATE	POSTAL CODE	COUNTRY
139 FIFTH	AVE., 14TH FLOCK	NEW YORK	NY	10010	USA
ld SEEINSTRUCTIONS	ADD'L INFO RE 16. TYPE OF CREANIZATION	11. JURISDICTION OF ORGANIZATION	1 -	ANIZATIONAL ID #, if any	
	ORGANIZATION LLC	DE	397	77260	NONE
2. ADDITIONAL DEBTOR	S EXACT FULL LEGAL NAME - insert only and	ebtor name (2a or 2b) - do not abbreviate or combine	names		
22 ORGANIZATION'S NA	ME				
OR 26 INDIVIDUAL'S LAST NAME		TITST WIME	MIDDLE NAME		SUFFIX
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26 MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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2d SEEINSTRUCTIONS ADO'L INFO RE   2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF CAGANIZATION	2g. ORGANIZATIONAL ID #, if any		
	ORGANIZATION DEBTOR		i		NONE
3. SECURED PARTY'S	NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/6	) -insert only one secured party name (32 37b)			
3a. ORGANIZATION'S NA	ME	(%)			
CITIGROUP G	LOBAL MARKETS REALTY COR	Ρ.	/		
OR 36. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
36 MAILING ADDRESS		City	ST ATE	POSTAL CODE	COUNTRY
388 GREENWI	CH STREET, 11TH FLOOR	NEW YORK	NY	1 10013	USA
4 This Financing STATEME	NT covers the following collateral:				

ALL OF DEBTOR'S RIGHT, TITLE, AND INTEREST IN AND TO ALL IMPROVEMENTS, EQUIPMENT, INVENTORY, GOODS, FIXTURES, LEASES, ACCOUNTS, CHATTEL PAPER, INSTRUMENTS, INVESTMENT PROPERTY, PAYMENT INTANGIBLES, GENERAL INTANGIBLES, DOCUMENTS, LETTER OF CREDIT RIGHTS, CONTRACT RIGHTS, INTELLECTUAL PROPERTY, LICENSES, PERMITS, AND OTHER PERSONAL PROPERTY RELATED THERETO, AND ALL PROCEEDS THEREOF, ALL AS MORE

PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO, LOCATED ON OR RELATED TO THE REAL PROPERTY COMMONLY KNOWN AS THE PALMER HOUSE HOTEL LOCATED AT 17 EAST MONROE STREET, CHICAGO, ILLINOIS 60603 AND LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO

4.5						
5. ALTERNATIVE DESIGNATION [if applicab	le): LESSEE/LESSOR CC	NAIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. X This FINANCING STATEMENT is to be		REAL 7 Check to REQ olicable) IADDITIONAL	JEST SEARCH REPORT	(S) on Deptor(s)	All Debtors C	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

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# **UNOFFICIAL COPY**

CC FINANCING STATEM	ENT ADDENDUN	1				
DLLOW INSTRUCTIONS (front and bac . NAME OF FIRST DEBTOR (1a or 1b)		ATEMENT				
9a. ORGANIZATION'S NAME			<del></del>			
THOR PALMER HOUSE H	OTEL & SHOPS LLO	n J			4.	
95. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,	SUFFIX			
				15.		
MISCELLANEOUS:						
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11b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	IAME	SUFFIX
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MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
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SEEINSTRUCTIONS ADD'L INFO RE	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF	ORGANIZATION	11g. ORG	ANIZATIONAL ID#, if any	,
ORGANIZATION DEBTOR	1			1		NO
ADDITIONAL SECURED PART	V'S & ASSIGNOR S/P'	S NAME insert only on	e name (12a or 17h)			
12a. ORGANIZATION'S NAME	re of I Indicate of		E HERITA (122 OF 125)		· · · · · · · · · · · · · · · · · · ·	
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126. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	IAME	SUFFIX
MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
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Name and address of a RECORD OWNER of	of above-described real estate					
(if Debtor does not have a record interest):					•	•
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			with a Manufactured-Hol		•	
		Filed in connection	with a Public Finance Tr	ansaction — ef	ective 30 years	

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# **UNOFFICIAL COPY**

#### **EXHIBIT A TO UCC-1 FINANCING STATEMENT**

DEBTOR:

THOR PALMER HOUSE HOTEL & SHOPS LLC,

a Delaware limited liability company ("DEBTOR")

**SECURED PARTY:** 

CITIGROUP GLOBAL MARKETS REALTY

CORP., a New York corporation

("SECURED PARTY")

**Date: August 17, 2005** 

This financing statement is filed pursuant to a certain mortgage, assignment of leases and rent's security agreement and fixture filing, dated as of the date hereof, made by Debtor and Thor Palmer House Hotel LLC, a Delaware limited liability company ("Thor"), for the benefit of Secured Party (the "Mortgage"; all capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Mortgage), covering the following items of property:

The real propert / described in Exhibit B attached hereto (the "Land") the buildings, structures and improvements of every nature whatsoever now or hereafter located thereon (including, but not limited to all gas and electric fixtures, radiators, heaters, docks and docking facilities, engines and machiner /, boilers, ranges, elevators and motors, plumbing, heating and air conditioning fixtures, carpe ing and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements) (collectively the "Improvements"), and all right, title and interest of Debtor, as landlord and otherwise, in, to and under that certain Lease Agreement dated as of or about the date hereof, by and between Debtor, as landlord and Thor, as tenant (as may be hereafter modified or amended from time to time, the "Hot I Lease"), pursuant to which Debtor has leased certain portions of the Land and Improvements to Thou (the "Leasehold Estate");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interest and estates (the Land, the Improvements, the Leasehold Estate, together with the following property rights, interests and estates being hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating to or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

- (i) all "equipment" as defined in the Uniform Commercial Code, as adopted and enacted by the State where the Mortgaged Property is located (the "Uniform Commercial Code"), and (ii) all of the following (regardless of how classified by the Uniform Commercial Code): all building materials, construction materials, personal property constituting furniture, fittings, appliances, apparatus, leasehold improvements, machinery, devices, interior improvements, appurtenances, equipment, plant, furnishings, fixtures, computers, electronic data processing equipment, telecommunications equipment, all beds, mattresses, bedside tables, party tables, coffee tables, end tables, desks, desk chairs, lounge chairs, dressers, chests, mirrors, pictures, lamps and lampshades, ottomans, sofas, love seats, murphy beds, sofabeds, radios, television sets and all other items of furniture, furnishings, equipment and personal property (of whatever kind or nature) used in the operation of the Mortgaged Property; all desks, chairs, tables, counters, lamps and other lobby furniture and furnishings and equipment located wi hin the Mortgaged Property; all desks, chairs, filing cabinets, office equipment, prewriters, calculators, reservations systems, surveillance and security systems, computers, printers, facsimile machines, safe deposit boxes and other office furniture, furnishings and equipment relating to the operation of the Mortgaged Property or offered as services and/or amenities to guests or invitees of the Mortgaged Property; all stoves, refrigerators, ever s, grills, steamers, steam tables, fryers, dishwashers, preparation tables, slicers, ginders, ice cream machines and freezers, racks, tables and chairs, bars, bar equipment an a supplies, pots, pans, tableware, silverware, glassware, linens, video equipment, lecterns, microphones, amplifiers, public address systems and other items of every kind and nature whatsoever used or useful in connection with the kitchens, restaurants, bars, lounges, cor reference rooms, auditoriums, and other public areas located within the Mortgaged Prope tv, all lounges, chairs, umbrellas, tables, pool equipment and other items of every kind and nature whatsoever used or useful in connection with the pool and recreation areas up in the Mortgaged Property; all telephone equipment within the Mortgaged Property and other fixed assets now owned or hereafter acquired by Debtor, and all proceeds of (i) and (ii), as v.el! as all additions to, substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, all regardless of whether the same are located on the Mortgaged Property or are located elsewhere (including without limita ion, in warehouses or other storage facilities or in the possession of or on the primises of a bailee, vendor or manufacturer) for purposes of manufacture, storage, fabrication or transportation and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to, and proceeds of, any of the foregoing (collectively, the "Equipment");
- (c) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land and the Improvements, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Land and the Improvements;
- (d) all leases, subleases, lettings, occupancy agreements, tenancies, and licenses entered into by Debtor as landlord of the Mortgaged Property or any part thereof

now or hereafter entered into, and all amendments, extensions, renewals and guarantees thereof, and all security therefor (collectively, the "Leases") and all income, rents, rent equivalents, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits and other benefits from the Land and the Improvements (including, without limitation, all receivables, 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 Mortgaged Property or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space or other space, halls, stores, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance)) (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations, including without limitation all of Debtor's right, title and interest in, to and under the Hotel Lease and all Rents received by or paid to or for the account of or benefit of Debtor thereunder;

- (e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property (including, without limitation, the right, subject to the terms of the Loan Agreement, to receive and apply the proceeds of any insurance, judgments, or settlements made in life thereof, for damage to the Mortgaged Property);
- (f) subject to the terms of the Loan Agreement, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property:
- all of Debtor's right, title and interest, whether now owned or hereafter (g) acquired, in, to and under (i) any Accounts, Chattel Paper, Letruments, Payment Intangibles, Letter of Credit Rights, Documents, insurance policies, drafts, bills of exchange, trade acceptances, notes or other indebtedness owing to Deitor from whatever source arising, (ii) to the extent not otherwise included above, (a) all income, Rents, issues, profits, revenues, deposits and other benefits from the Mortgaged Property and (b) all receivables 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 Mortgaged Property or other commercial space located at the Mortgaged Property or acquired from others (including, without limiting the generality of the foregoing, from rental of space, halls, stores, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales of merchandise, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance, (iii) all of the books and records (whether in tangible, electronic or other form) now or hereafter maintained by or on behalf of Debtor in connection with the operation of the Mortgaged Property or in connection with

any of the foregoing and (iv) all Supporting Obligations and all liens and security interests securing any of the foregoing and all other rights, privileges and remedies relating to any of the foregoing (collectively, the "Receivables");

- (h) all agreements to which Debtor is a party or which are assigned to Debtor in the Management Agreement and which are executed in connection with the construction, operation and management of the Improvements located on the Mortgaged Property (including, without limitation, the Management Agreement and the agreements for the sale, lease or exchange of goods or other property and/or the performance of services by it, in each case whether now in existence or hereafter arising or acquired) as any such agreements have been or may be from time to time amended, supplemented or otherwise modified (collectively, "Contracts");
- all "documents" as defined in the Uniform Commercial Code (whether negotiable or non-negotiable) or other receipts covering, evidencing or representing goods now cwied or hereafter acquired by Debtor (collectively, "Documents")
- all t ademark licenses, trademarks, rights in intellectual property, trade names (expressly including, without limitation, the "Palmer House" name and the "The Big Downtown" name), service marks and copyrights, copyright licenses, patents, patent licenses or the license to use intellectual property such as computer software owned or licensed by Debtor or other proprietary business information relating to Debtor's policies, procedures, manuals and trade secrets, to the extent such are assignable and subject to Debtor's right to use the same prior to an Event of Default (collectively, "Intellectual Property");
- (k) all "general intangibles" as defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor (including, without limitation, (i) all obligations or indebtedness owing to Debtor from whatever source arising (other than Receivables, Rents, Inventory, Contracts, Documents, Incelectual Property and Permits), (ii) all unearned premiums accrued or to accrue under all insurance policies for the Mortgaged Property obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance, condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments), (iii) all royalties and license fees, (iv) all Intellectual Property, (v) all rights or claims in respect of refunds for taxes paid and (vi) all rights in respect of any pension plan or similar arrangement maintained for employees of Debtor) (collectively, "General Intangibles");
  - (1) all Deposit Accounts and Investment Property;
- (m) all "inventory" as defined in the Uniform Commercial Code, whether now or hereafter existing or acquired, all Documents representing the same and all Proceeds and products of the same (including, without limitation, all goods, merchandise, raw materials, work in process and other personal property, wherever located, now or hereafter owned or held by Debtor for manufacture, processing, the providing of services or sale, use or consumption in the operation of the Mortgaged Property (including,

without limitation, fuel, supplies and similar items and all substances commingled therewith or added thereto) and rights and claims of Debtor against anyone who may store or acquire the same for the account of Debtor, or from whom Debtor may purchase the same) (collectively, "Inventory");

- (n) all licenses, permits, variances and certificates used in connection with the ownership, operation, use or occupancy of the Mortgaged Property (including, without limitation, business licenses, state health department licenses, food service licenses, liquor licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private Person concerning ownership, operation, use or occupancy of the Mortgaged Property) (collectively, 'Permits'); and
- all "proceeds" (as defined in the Uniform Commercial Code) of any of the foregoing, and, in any event, shall include, without limitation, all proceeds, products, offspring, rents, profits or receipts, in whatever form, arising from the Mortgaged Property (including, without limitation, (i) cash, instruments and other property received, receivable or other vice distributed in respect of or in exchange for any or all of the Mortgaged Property, (ii) in collection, sale, lease, sublease, concession, exchange, assignment, licensing or other disposition of, or realization upon, any item or portion of the Mortgaged Property (including, without limitation, all claims of Debtor against third parties for loss of, damage to, des ruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any the Mortgaged Property now existing or hereafter arising), (iii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Mortgaged Property, (iv) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Mortgaged Property by any Governmental Authority (or any person acting under color of Governmental Authority) and (v) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property) (collectively, the "Proceeds").

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#### **EXHIBIT B TO UCC-1 FINANCING STATEMENT**

#### The "Land"

#### PARCEL 1:

THAT PART OF BLOCK 3 IN FRACTIONAL SECTION NUMBER 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE PORT OF INTERSECTION OF THE SOUTH LINE OF EAST MONROE STREET WITH THE PRESENT EAST LINE OF SOUTH STATE STREET (BEING A LINE 27 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 3); RUNNING THENCE WITH SAID EAST LINE OF SOUTH STATE STREET SOUTH 254 FEET 5-7/16 INCHES TO A POINT 210 FEET 3 INCHES NORTH OF THE NORTH FACE OF THE REPUBLIC BUILDING; SAID POINT BEING 144.75 FEET NORTH OF THE SOUTH LINE OF LOT 10 IN BLOCK 3 AS MEASURED ON THE WEST LINE OF PREMISES IN QUESTION; THENCE WITH THE LINE ESTABLISHED BY THE AGREEMENT BETWEEN BERTHA HONORE' PALMER AND ADRIAN C. HONORE', TRUSTEES OF THE ESTATE OF POTTER PALMER, DECEASED ETHELBERT W. PEEK, LOUIS FRAZIN AND ABRAHAM M. OPPENHEIM DATED JANUARY 23, 1907, RECORDED IN THE RECORDER'S OFFICE OF SAID COUNTY IN BOOK 19104, PAGE 66, AS DOCUMENT NUMBER 8030340, SAID LINE INTERSICTING THE WEST LINE OF THE 12 FOOT ALLEY RUNNING NORTH AND SOUTH THE OUGH THE SOUTH PART OF SAID BLOCK 3 AT A POINT 144.52 FEET NORTH OF THE SOUTH LINE OF LOT 10 IN BLOCK 3. EAST 159 FEET 10-1/2 INCHES MORE OR LESS, TO A POINT 6 FEET EAST OF THE WEST LINE OF LOT 8 IN SAID BLOCK 3 AND IN THE FAST LINE OF THE 12 FOOT ALLEY RUNNING NORTH AND SOUTH THROUGH THE SOUTH PART OF SAID BLOCK 3; THENCE WITH THE EAST LINE OF SAID ALLEY SOUTH 9 FEET 8-7/8 INCHES TO A POINT 22 FEET 3-5/8 INCHES SOUTH OF THE MORTH LINE OF SAID LOT 8; THENCE PARALLEL WITH AND 22 FEET 3-5/8 INCHES SOUTH OF THE NORTH LINE OF SAID LOT 8, BEING THE NORTH LINE OF AN 18 FOOT ALLEY, EAST 174 FEET 10-5/8 INCHES TO THE PRESENT WEST LINE OF SOUTH WABASH AVENUE; THENCE WITH SAID WEST LINE OF SOUTH WABASH AVENUE NORTH 210 FEET 7-13/16 INCHES, MORE OR LESS, TO THE POINT OF INTERSECTION OF SAID WEST LINE OF SOUTH WABASH AVENUE WITH THE SOUTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 4 IN BLOCK 3 IN FRACTIONAL SECTION NUMBER 15 ADDITION AFORESAID; THENCE WITH THE SOUTH LINE OF SAID LOT 1, IN THE ASSESSOR'S DIVISION AFORESAID WITH 85 FEET 8 INCHES TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WITH THE WEST LINE OF SAID LOT 1, NORTH 52-95/100 FEET, MORE OR LESS, TO THE PRESENT SOUTH LINE OF EAST MONROE STREET: AND THENCE WITH SAID SOUTH LINE WEST 248 FEET 8-5/16 INCHES TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF LOT 1 IN BLOCK 3 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, BOUNDED IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, (WHICH IS THE SOUTHWEST CORNER OF MONROE STREET AND WABASH AVENUE IN THE SAID CITY OF CHICAGO) RUNNING THENCE SOUTH ON THE EAST LINE OF SAID LOT (BEING THE WEST LINE OF SAID WABASH AVENUE) 52.95 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF MONROE STREET 85 FEET AND 8 INCHES: THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF WABASH AVENUE 52.95 FEFT TO THE SOUTH LINE OF MONROE STREET; THENCE EAST ON THE SOUTH LINE OF MONROE STREET 85 FEET AND 8 INCHES TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Cas Port County Clert's Office Address: 17 East Monroe Stree', Chicago, Illinois

PIN's: 17-15-102-005

17-15-102-006 17-15-102-010 17-15-102-011