

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0605434080 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/23/2006 12:12 PM Pg: 1 of 16

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cadwalader, Wickersham & Taft LLP  
227 W. Trade Street, Suite 2400  
Charlotte, North Carolina 28202  
Attn: James Carroll, Esq.

Property of Cook County Clerk's Office

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  
BRE/LQ PROPERTIES L.L.C.

OR  
1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS  
c/o Blackstone Real Estate Acquisitions IV L.L.C., 345 Park Avenue

CITY  
New York

STATE  
NY

POSTAL CODE  
10154

COUNTRY  
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
limited liability company

1f. JURISDICTION OF ORGANIZATION  
Delaware

1g. ORGANIZATIONAL ID #, if any  
4072488  NONE

16

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  
BRE/LQ OPERATING LESSEE INC.

OR  
2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS  
c/o Blackstone Real Estate Acquisitions IV L.L.C., 345 Park Avenue

CITY  
New York

STATE  
NY

POSTAL CODE  
10154

COUNTRY  
USA

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION  
Corporation

2f. JURISDICTION OF ORGANIZATION  
Delaware

2g. ORGANIZATIONAL ID #, if any  
4076542  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  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

OR  
3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS  
P.O. Box 2300

CITY  
Flint

STATE  
MI

POSTAL CODE  
48901-2300

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:  
See Exhibit A1 -A5 attached hereto and made a part hereof for descriptions of Land.  
See Exhibit B attached hereto and made a part hereof for a description of Collateral.

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  if applicable

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

8. OPTIONAL FILER REFERENCE DATA  
File with the Cook County, IL MERS MIN: 8000101-0000002469-4 (Margarita\_IL1c)

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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 BRE/LQ PROPERTIES L.L.C.		
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
11d. <u>SEE INSTRUCTIONS</u>	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

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 made a part hereof for a description of Real Property.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

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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Chicago-Matteson, IL #1017

Exhibit A

LOT 29 IN S/W CORPORATE PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 14, 15, 26, 27 AND 28 IN S/W CORPORATE PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1989 AS DOCUMENT 89172767, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Tinley Park, IL #1018

## Exhibit A

### PARCEL I:

LOT 1, IN SDI RESUBDIVISION OF LOT 2 IN SDI SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1994, AS DOCUMENT NO. R94-14281;

### PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY S.D.I. OF ILLINOIS, INC., AN ILLINOIS CORPORATION TO DELAVEST, INC., DATED OCTOBER 16, 1992 AND RECORDED OCTOBER 16, 1992 AS DOCUMENT NO. R92-82011 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 30 FEET OF LOT 1 IN SDI SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1992 AS DOCUMENT R92-80347, ALL IN WILL COUNTY, ILLINOIS

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Chicago-Matteson, IL #1017

## Exhibit A

LOT 29 IN S/W CORPORATE PARK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 14, 15, 26, 27 AND 28 IN S/W CORPORATE PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1989 AS DOCUMENT 89172767, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Arlington Heights, IL

## EXHIBIT A

### PARCEL 1:

THAT PART OF LOT 1 IN BILL KNAPP'S RESUBDIVISION, A RESUBDIVISION OF LOT 4 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 12 IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BILL KNAPP'S RESUBDIVISION RECORDED JULY 12, 1983 AS DOCUMENT NO. 26683318, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 148.0 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 25.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 52.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1, 141.16 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 66.26 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 30.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 152.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 11.63 FEET TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, 197.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 1 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT NO. 9, BEING A SUBDIVISION IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED SEPTEMBER 24, 1976 AS DOCUMENT 23650671 IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

COMMON ACCESS AND CROSS-PARKING EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS CREATED BY INSTRUMENT DATED MAY 29, 1987 AND RECORDED APRIL 19, 1988 AS DOCUMENT 88160821 MADE BY AND BETWEEN LA QUINTA MOTOR INNS, INC., A TEXAS CORPORATION AND BILL KNAPP'S PROPERTIES, INC., A MICHIGAN CORPORATION, IN, TO, OVER, ACROSS AND THROUGH THE COMMON AREAS CONSISTING OF THE DRIVEWAYS, ENTRANCES,

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EXITS, PARKING AND DRIVEWAY AREAS THROUGH THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN BILL KNAPP'S RESUBDIVISION OF LOT 4 IN ARLINGTON INDUSTRIAL AND RESEARCH CENTER UNIT 12, IN PART OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BILL KNAPP'S RESUBDIVISION RECORDED JULY 12, 1983, AS DOCUMENT NO. 26683318, WITH EXCEPTION TO THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 148.00 FEET; THENCE NORTH AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 25.00 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 52.00 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1, 141.16 FEET TO AN INTERSECTION WITH A LINE 30.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 66.26 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 30.00 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 1, 152.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE OF SAID LOT 1, 11.63 FEET TO THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, 197.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS FOR INGRESS AND EGRESS BY PEDESTRIAN AND VEHICULAR TRAFFIC.

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Chicago Hoffman Estates, IL (#678)

## EXHIBIT A

### PARCEL 1:

LOT 3 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106392 AND RE-RECORDED SEPTEMBER 23, 1988 AS DOCUMENT 88446130, AND SHOWN ON PLAT DOCUMENT NUMBER 86106425 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 109437 BY DOCUMENT EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1985 AND KNOWN AS TRUST NUMBER 110224 AND LA QUINTA MOTOR INNS, INC., ON THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27TH, 1941 AS DOCUMENT NO. 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8TH, 1932 AS DOCUMENT NUMBER 1113016; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID WESTERLY LINE OF BARRINGTON ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957 AS DOCUMENT NO. 16926933; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.00 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, BEING A LINE 80.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 259.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 10.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 6.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 56 MINUTES 47 SECONDS, EAST 10.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 13 SECONDS EAST 6.00 FEET TO THE PLACE OF BEGINNING.



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## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION, RECORDED AS DOCUMENT 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 109437 AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 110224, RECORDED AS DOCUMENT 87106425, FOR PASSAGEWAY OVER: THE AREA DESCRIBED AS EASEMENT FOR DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT, 28 FEET IN TOTAL WIDTH ALONG THE COMMON BORDER WITH 10154 AND 5 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425.

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987, AND RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 110224, FOR PASSAGEWAY OVER THAT PORTION OF LOT 2 FOLLOWING BETWEEN THE BOUNDARIES OF LOTS 1, 3 AND 5, 54 FEET WIDE AT THE EAST LINE AND 144.54 FEET ALONG THE SOUTH LINE.

## PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DEPICTED ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 OF BARRINGTON POINTE SUBDIVISION AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 AND RECORDED AS DOCUMENT 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR PASSAGEWAY OVER: LOT 2 ALONG ITS COMMON BORDER WITH LOT 3, BEING 12 FEET WIDE ALONG THE SOUTHEASTERLY LINE OF LOT 2, ADJOINING LOT 3.

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DELINEATED ON THE PLAT OF SUBDIVISION OF THE BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS

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TRUSTEE, UNDER TRUST NUMBER 110224, FOR DETENTION/RETENTION, AT THE NORTHWEST CORNER OF LOT 2.

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF SUBDIVISION OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS, DATED FEBRUARY 19, 1987 RECORDED AS DOCUMENT NUMBER 87106425, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224, FOR STORM SEWER, WITHIN THAT PORTION OF LOT 2 DESCRIBED ON THE PLAT AS "UTILITY EASEMENT".

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS DEPICTED ON THE PLAT OF BARRINGTON POINTE SUBDIVISION RECORDED AS DOCUMENT NUMBER 87106425 AND AS ADDITIONALLY SET OUT IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 87106425, DATED FEBRUARY 19, 1987, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 109437 AND LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST NUMBER 110224 FOR TEMPORARY EASEMENT FOR LIGHTING, LANDSCAPING, CONSTRUCTION AND SLOPE LOCATION UPON LOT 2 ADJACENT TO THE EASEMENT FOR DRIVEWAY, INGRESS AND EGRESS AND UTILITY EASEMENT LOCATION ON LOT 2 ALONG ITS COMMON BORDER WITH LOT 3 FOR THE PURPOSE OF INSTALLING AND MAINTAINING LIGHTS AND LANDSCAPING, SAID EASEMENT AREA OVER THE SOUTHEASTERLY 5 FEET OF LOT 2 LYING NORTHWESTERLY AND ADJOINING THE SOUTHEASTERLY 12 FOOT DRIVEWAY EASEMENT OF LOT 2.

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Schaumburg, IL

## EXHIBIT A

### PARCEL 1:

LOTS 1 AND 2 IN JUDITH JOHNSON SIXTH RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN JUDITH JOHNSON FIFTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1981 AS DOCUMENT 25835316, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO KIMBERLY DRIVE OVER, ALONG AND ACROSS THE WEST 13.5 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION, AFORESAID, AND THE EAST 13.5 FEET OF LOT 1 IN JUDITH JOHNSON FOURTH RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13 AFORESAID, AS CREATED BY PLAT OF JUDITH JOHNSON FOURTH RESUBDIVISION RECORDED AS DOCUMENT 24804010 AND BY DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC., RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

### PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS TO MARTINGALE ROAD OVER, ALONG AND ACROSS THE SOUTH 30 FEET OF LOT 3 IN JUDITH JOHNSON SIXTH RESUBDIVISION AFORESAID RECORDED AS DOCUMENT 25835316, AS SET FORTH ON THE PLAT OF JUDITH JOHNSON FIFTH RESUBDIVISION RECORDED AS DOCUMENT 24804011 AND AS RESERVED IN THE EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED APRIL 29, 1981 AS DOCUMENT 25853695 AND DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1974 AND KNOWN AS TRUST NUMBER 47381 TO LA QUINTA MOTOR INNS, INC., RECORDED APRIL 29, 1981 AS DOCUMENT 25853698.

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EXHIBIT B  
TO  
UCC-1 FINANCING STATEMENT  
(Retail/Industrial/Office/Multifamily)

**Debtor**

BRE/LQ PROPERTIES L.L.C.

**Secured Party**Mortgage Electronic Registration Systems,  
Inc.

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

- (a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage or Deed of Trust, Assignment of Leases and Rents and Security Agreement given by the Debtor to and for the benefit of Secured Party, dated as of January 25, 2006 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Security Instrument");
- (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- (d) Easements. All easements, rights-of-way or use, rights, 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, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions 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, rights of dower, rights of courtesy, 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;
- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts,

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equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases or guests or invitees at the Property except to the extent that Debtor shall have any right or interest therein;

(a) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest therein;

(f) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, (including, but not limited to, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other customary hotel equipment and personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or

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therefor and the proceeds thereof (collectively, the “**Personal Property**”), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), superior in lien to the lien of the Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, personal property shall not include any property belonging to tenants under Leases or guests or invitees at the Property except to the extent that Debtor shall have any right or interest therein;

(g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases or other agreements entered into in connection with such leases, subleases, subsubleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any creditors rights laws (collectively, the “Leases”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder, including, but not limited to, all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, room rents and room revenues, if any, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, credit card receivables, rights to payment from any consumer credit card organization or entity, credit card receipts, customer obligations, installment payment obligations 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 property manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any creditors rights laws (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 indebtedness secured by the Security Instrument;

(h) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Condemnation Awards. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any

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transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder; including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(n) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, the Lockbox Account, the Cash Management Account and all accounts established pursuant to Article 9 of the Loan Agreement and the Cash Management Agreement together with all deposits or wire transfers made to the Lockbox Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (o) including, without limitation, insurance proceeds and awards, into cash or liquidation claims; and

(q) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (p) above.

(r) Nominee Capacity of Secured Party. (i) Secured Party serves as secured party solely as nominee, in an administrative capacity, for Bank of America, N.A., a national banking association, Merrill Lynch Mortgage Lending, Inc. a Delaware corporation, and Bear Stearns Commercial Mortgage, Inc., a New York corporation (collectively, together with their

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successors and assigns, "Lender") and only holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Secured Party herein shall be made by Lender. Secured Party shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, Secured Party (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender. Subject to the foregoing, all references herein to "Secured Party" shall include Lender and its successors and assigns.

(b) The relationship of Debtor and Lender under this Financing Statement and the other Loan Documents is, and shall at all times remain, solely that of debtor and lender (the role of Secured Party hereunder being solely that of nominee as set forth in subsection (a) above and not that of a lender); and Secured Party neither undertakes nor assumes any responsibility or duty to Debtor or to any third party with respect to the Property. Notwithstanding any other provisions of this Financing Statement and the other Loan Documents: (i) Secured Party is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Debtor, and Secured Party does not intend to ever assume such status; (ii) Secured Party does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (iii) Secured Party shall not be deemed responsible for or a participant in any acts, omissions or decisions of Debtor.

(s) Capitalized terms not defined herein shall have the meanings set forth in that certain Loan Agreement between Debtor and Lender dated of even date with the Security Instrument (the "Loan Agreement").