

# UNOFFICIAL COPY



Doc#: 0609545101 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/05/2006 01:10 PM Pg: 1 of 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Christopher J. Hart, Esq.**  
**Katten Muchin Rosenman LLP**  
**1025 Thomas Jefferson Street, NW**  
**Suite 700 / East Lobby**  
**Washington, DC 20007**

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  
**166 E. SUPERIOR, LLC**

OR  
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
**c/o Denihan Hospitality Group**  
**500 West 37<sup>th</sup> Street**

CITY: **New York** STATE: **NY** POSTAL CODE: **10018** COUNTRY: **USA**

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
**Limited Liability Company**

1f. JURISDICTION OF ORGANIZATION  
**Delaware**

1g. ORGANIZATIONAL ID #, if any  
**4116486**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR  
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (for NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**GMAC Commercial Mortgage Bank, a Utah industrial, its successors and/or assigns**

OR  
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
**6955 Union Park Center, Suite 330**

CITY: **Midvale** STATE: **UT** POSTAL CODE: **84047** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

Debtor has granted to Secured Party all its rights, title and interest in the Land (as identified and described on Exhibit A attached hereto), and all other property identified and more particularly described on Schedule A attached hereto and incorporated herein by this reference.

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) [OPTIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA **207511/00614: To be filed with the Land Records of Cook County, Illinois**

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

8231094 M. Deanna D1  
495

**UNOFFICIAL COPY****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>166 E. SUPERIOR, 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. TAX ID #: SSN OR EIN	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 "Exhibit A" Legal Description attached hereto and made a part hereof.

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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## SCHEDULE A

### COLLATERAL DESCRIPTION

*All capitalized terms used herein but not defined shall have the meanings ascribed to them in that certain Mortgage, Assignment of Leases and Profits, Security Agreement and Fixture Filing dated substantially as of even date of the filing of this financing statement, given by 166 East Superior, L.L.C., a Delaware limited liability company, as Borrower ("Debtor"), to GMAC Commercial Mortgage Bank, a Utah Industrial bank, its successors and assigns, as Lender ("Secured Party") and recorded in the land records of the Cook County, Illinois (the "Mortgage").*

Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, grant a security interest in, transfer and convey unto Secured Party and its successors and assigns forever, all of Debtor's right, title and interest in and to certain land in Cook County, Illinois, more particularly described in **Exhibit A** attached hereto and made a part hereof, the "Land"; together with all of the following described property, collectively, the "Property";

**TOGETHER WITH** all buildings, structures and improvements now or hereafter situated or to be situated on the Land or appurtenant thereto, including without limitation, that certain hotel operating on the Land currently known as the "Fitzpatrick Hotel" and to be known as the "Affinia Chicago" (collectively, the "Improvements").

**TOGETHER WITH** all machinery, furnishings and equipment including, without limitation, all furnaces, boilers, oil burners, radiators and piping, coal stokers, refrigeration and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, awnings, window shades, kitchen cabinets, plants and shrubbery and all other equipment and machinery, motor vehicles and other vehicles, appliances, fittings and fixtures of every kind in or used in the operation of the Land and the Improvements, together with any and all replacements thereof and additions thereto, fixtures (including, without limitation, all heating, air-conditioning, plumbing and bathroom, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, without limitation, beds, bureaus, chiffonniers, 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, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, clock 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, fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary equipment and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall

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have an interest, now or hereafter located upon the Land and the Improvements, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and all proceeds and products of any such property;

**TOGETHER WITH** all accounts (including, without limitation, the Equity Deposits, as defined in the Loan Agreement), escrows (including, without limitation, the Accounts), documents, instruments, chattel paper, claims, deposits, deposit accounts, payment intangibles, investment property and general intangibles, as such terms are defined in the Uniform Commercial Code, and all agreements, contracts, certificates, instruments, and other documents, now or hereafter entered into, including, without limitation, the Management Agreement (to the extent permitted thereby), and all proceeds, substitutions and replacements thereof, all contract rights, insurance proceeds, condemnation award or proceeds, security deposits, franchises, books, records, appraisals, architectural and engineering plans, specifications, environmental and other reports relating to the Land, trademarks (to the extent assignable), trade names (to the extent assignable), servicemarks, logos, copyrights, goodwill, symbols, permits, licenses (to the extent assignable), approvals, actions, tenant or guest lists, correspondence with present and prospective purchasers, tenants, guests and suppliers, advertising materials and telephone exchange numbers as identified in such materials, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Land as a result of tax certiorari or any applications or proceedings for reduction, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Land, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, "Intangibles");

**TOGETHER WITH** all leases and other agreements affecting the use, enjoyment or occupancy of the Land or the Improvements heretofore or hereafter entered into (including, without limitation, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Land, together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto, as the same may be amended from time to time (collectively, "Leases");

**TOGETHER WITH** all of Debtor's right, title and interest in and to any easements and appurtenances benefiting or affecting the Property;

**TOGETHER WITH** all of Debtor's right, title and interest in and to the Operating Agreements (as hereinafter defined), together with any amendments, modifications, extensions and renewals of any thereof, and all subordinations, estoppels and other rights in connection therewith;

**TOGETHER WITH** all of Debtor's right, title and interest in and to any Interest Rate Cap Agreement and any other swaps or other interest hedging agreements now or hereafter

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executed with respect to the Loan or to guard against interest rate exposure in connection with the Loan.

**TOGETHER WITH** all agreements (including, without limitation, the Management Agreement (as hereinafter defined), the Purchase and Sale Agreement (as hereinafter defined) and all agreements now or hereafter entered into for the use and enjoyment of all food, liquor and other beverage licenses), contracts (including, without limitation, all Construction Agreements, Plans and Property Agreements (as each such term is defined in the Assignment of Construction Agreements)), certificates, instruments, franchises, permits, licenses (including, without limitation, food, liquor and other beverage licenses, to the extent assignable), plans, specifications and other documents, now or hereafter entered into, together with any amendments, modifications, extensions and renewals of any thereof, and all subordinating estoppel 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 respecting 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, while an Event of Default (as hereinafter defined) remains uncured, to receive and collect any sums payable to Debtor thereunder;

**TOGETHER WITH** the right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Secured Party in the Property and while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property;

**TOGETHER WITH** all (i) income, rents, room rates, receipts, issues, profits, revenues (including all oil and gas or other mineral royalties or bonuses), deposits and other benefits now due or which may become due or to which Debtor is now or hereafter may become entitled or which Debtor may demand or claim arising or issuing from or out of the operation of the business at the Land or any part thereof and all amounts paid as rents for such Land or the fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels or other lodging facilities, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms, recreational facilities and otherwise; and (ii) receivables, customer obligations, installment payment obligations and other payment obligations whether already accrued, now accruing or to accrue in the future for the occupancy or use of the Property or any part thereof, or arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Land or personalty located thereon, or the rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, parking space, guest rooms or other space, halls, stores or offices, including any 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 relating to the use, enjoyment or occupancy of the Land, regardless of whether the revenues described in the preceding clauses (i) and (ii) are paid or accrued before or after the

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filing by or against Debtor of any petition for relief under any state or federal bankruptcy or insolvency laws (collectively, "Profits"); and

**TOGETHER WITH** all awards heretofore and hereafter made to Debtor for taking by eminent domain the whole or any part of the Land or any easement therein, including any awards for changes of grade of streets; and

**TOGETHER WITH** any and all rights of Debtor in and to the foregoing.

**TO HAVE AND TO HOLD** the Property unto Secured Party and unto its successors and assigns in fee simple forever with all appurtenances hereunto belonging, together with all Profits therefrom.

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EXHIBIT A

LEGAL DESCRIPTION

[Attached hereto]

Property of Cook County Clerk's Office



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STREET ADDRESS: 166 E. SUPERIOR

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

**LEGAL DESCRIPTION:**

PARCEL 1:

(TAX IDENTIFICATION NUMBER:17-10-200-063-0000)

LOTS 4, 5, AND 6 IN HENRY WISCHEMEYER'S SUBDIVISION OF BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF THE EAST 15 FEET OF LOT 11 AND ALL OF LOT 12 IN LEGG'S SUBDIVISION OF SAID BLOCK 54, TOGETHER WITH LOTS 1, 2 AND 3 IN OGDEN AND LOMBARD'S SUBDIVISION OF THE ACCRETIONS LYING EAST OF AND ADJOINING SAID LOT 12, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(TAX IDENTIFICATION NUMBERS:17-10-200-020-0000 AND 17-10-200-021-0000)

LOTS D, E, F, G, H, AND I IN LILL'S CHICAGO BREWING COMPANY'S SUBDIVISION IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY DECLARATION OF EASEMENTS AND AGREEMENTS DATED JUNE 17, 1981 AND RECORDED FEBRUARY 11, 1981 AS DOCUMENT 25950376 FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE 1980 EASEMENT DESCRIBED AS FOLLOWS:

THAT PART OF LOTS C AND 10 AND THAT PART OF THE NORTH AND SOUTH 10 FOOT PRIVATE ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOTS C AND 10, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 10 WITH THE WEST LINE OF THE EAST 10.00 FEET THEREOF; THENCE NORTH 0 DEGREES 10 MINUTES 52 SECONDS EAST 117.00 FEET ALONG THE WEST LINE OF THE EAST 10.00 FEET OF SAID LOTS 10 AND C; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 2.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 10, BEING ALSO THE NORTH LINE OF EAST SUPERIOR STREET; THENCE NORTH 0 DEGREES 52 MINUTES 10 SECONDS EAST 6.45 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT C TO THE SOUTH LINE OF THE PUBLIC ALLEY AS DEDICATED PER DOCUMENT NO. 9561524; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS EAST 8.00 FEET ALONG THE SOUTH LINE OF SAID ALLEY TO THE EAST LINE OF SAID LOT C; THENCE NORTH 0 DEGREES 52 MINUTES 10 SECONDS EAST 3.52 FEET ALONG THE EAST LINE OF SAID LOT C TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 45 MINUTES 36 SECONDS EAST 10.00 FEET ALONG THE NORTHERLY TERMINUS OF THE AFORESAID 10.00 FOOT PRIVATE ALLEY TO THE EAST LINE OF SAID ALLEY; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST 33.42 FEET ALONG THE EAST LINE OF SAID ALLEY TO A LINE DRAWN 93.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF EAST SUPERIOR STREET; THENCE SOUTH 90 DEGREES 00 SECONDS WEST 3.50 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST 87.00 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID ALLEY TO A LINE DRAWN 6.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF EAST SUPERIOR STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.33 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 0 DEGREES 10 MINUTES 52 SECONDS WEST 6.50 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID ALLEY TO THE SOUTHERLY TERMINUS OF SAID ALLEY; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 15.17 FEET ALONG SAID SOUTHERLY TERMINUS AND ALONG THE SOUTH LINE OF THE AFORESAID LOT 10, BEING ALSO THE NORTH LINE OF EAST SUPERIOR STREET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN LILL'S CHICAGO BREWERY COMPANY'S SUBDIVISION IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*TAX IDENTIFICATION NUMBERS:**17-10-200-063-0000**17-10-200-020-0000**17-10-200-021-0000*