

UNOFFICIAL COPY



Doc#: 0611018039 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/20/2008 12:41 PM Pg: 1 of 9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bruce Lorin G
Hollon & Knight LLP
131 S. Dearborn St.
30th Floor
Chicago, IL 60603

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		FIRST NAME		MIDDLE NAME	SUFFIX	
OR		1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
55 West Wacker Drive		Chicago		IL	60601	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		LLC	Florida	L06000011203		<input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME	SUFFIX	
OR		2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

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

3a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME	SUFFIX	
OR		3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
4445 Willard Avenue		Chevy Chase		MD	20815	USA

4. This FINANCING STATEMENT covers the following collateral:

See Appendix I attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

Recorded with Cook County IL Recorder of Deeds

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		
OR	55 CHICAGO PARTNERS, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org 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. SEE INSTRUCTIONS	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 org 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 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

UNOFFICIAL COPY

APPENDIX I TO UCC FINANCING STATEMENT

DEBTOR: 55 Chicago Partners, LLC

SECURED PARTY: CSE Mortgage LLC

This Financing Statement covers: All right, title and interest of Debtor in and to the following:

The Debtor's fee simple interest in the land described in Exhibit A attached hereto and made a part hereof ("Real Property"), situate, lying and being in Cook County, State of Illinois, together with all buildings and other improvements now or hereafter located on said Real Property or any part thereof including but not limited to, all extensions, betterments, renewals, renovations, substitutes and replacements of, and all additions and appurtenances to the Security (the "Improvements") and all of the following collateral, which is described in the security agreement of the Mortgage and Loan Agreement, as hereinafter defined:

"Personal Property" means all personal property of Debtor, including but not limited to: "Accounts", "Cash proceeds", "Chattel paper", "Collateral", "Commercial tort claims", "Deposit accounts", "Documents", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instruments", "Inventory", "Investment property", "Letter-of-credit rights", "Noncash proceeds", "Payment intangibles", "Proceeds", "Software", "Supporting Obligations", and "Tangible chattel paper" as defined in the Uniform Commercial Code (as such Uniform Commercial Code may be amended from time to time) (including any interest of Debtor as seller in any deposit note under any purchase agreement in which Debtor has any interest), whether currently owned or hereafter acquired, relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the Real Property (whether or not subsequently removed from the Real Property (other than that portion of the Property consisting of the Real Property), including all assets of Debtor, which includes without limitation, all

(i) machinery and tools; (ii) rugs, carpets and other floor coverings; (iii) draperies and drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (iv) lamps, chandeliers and other lighting fixtures; (v) office maintenance and other supplies; (vi) apparatus, appliances, furniture and furnishings, building service equipment, and building materials, supplies and equipment; (vii) rights, royalties, rents, security deposits, advance rentals, revenues, profits and benefits; (viii) leases, lease guarantees, contracts, contract rights, licenses, permits and certificates; (ix) deposits, funds, money and deposit accounts; (x) tenements, hereditaments and appurtenances; (xi) approvals and parcel maps (whether tentative or final), building permits and certificates of occupancy; (xii) names under or by which the Property or any of the Improvements may at any time be operated or known and rights to carry on business under any such names or any variant thereof; (xiii) trademarks and good will; (xiv) management agreements, service contracts, supply contracts or other contracts or agreements; (xv) warranties; (xvi) water stock; (xvii) shares of stock or other evidence of ownership of any part of the Property or Improvements that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing, maintaining or operating any part of the Property or Improvements; (xviii) plans and specifications prepared for construction of improvements on the Property, or any part thereof, and studies, data and drawings related thereto, including without limitation, studies, data or

UNOFFICIAL COPY

reports relating to toxic or hazardous wastes or materials located on the Property and/or Improvements, and contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data, reports and drawings or to the construction of improvements on the Property; (xix) sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into respecting the sale to any purchasers of all or any part of the Property, and/or Improvements, including without limitation sales made if the Property becomes subject to a vertical subdivision or a condominium conversion, or any other sale of all or any portion of the Property, together with all deposits and other proceeds of the sale thereof; (xx) damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property; (xxi) deposits made with or other security given to utility companies by Debtor with respect to the Property and/or Improvements; (xxii) advance payments of insurance premiums made by Debtor with respect to, and all claims or demands with respect to, insurance; (xxiii) negotiable certificates of deposit of Debtor in Secured Party's possession and all accounts of Debtor maintained with Secured Party and each deposit account of Debtor assigned to Secured Party pursuant to any agreement; (xxiv) insurance proceeds (including insurance proceeds for insurance not required under the terms of this Mortgage); (xxv) condemnation awards; (xxvi) causes of action, claims, compensation, awards and recoveries for any damage or injury to the Property and/or Improvements or for any loss or diminution in value of the Property and/or Improvements; (xxvii) books and records, including without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof; (xxviii) mirrors, rugs, carpeting, paintings, hangings, pictures, keys or other entry systems, ice makers, intercom and paging equipment, electric and electronic equipment, dictating equipment, telephone head-sets, 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, microwaves, televisions, VCRs, refrigerators, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuums, 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, computers, computer components, keyboards, keyboard trays, calculators, radios, labelers, cameras, office supplies, staplers, sharpeners, hole punches, water coolers, coffee makers, punching machines, key cutting machines, key copy machines, air compressors, bench grinders, table vices, welders, garden hoses, dry wall carts, ladders, water fountains, tractors, tractor parts, spot coolers, solder kits, shovels, brooms, salt spreaders; (xxix) all income, rents, parking revenues, valet parking revenues, issues, profits, receipts, revenues, deposits, security deposits including cash and letter of credit security deposits, accounts, accounts receivable and other receivables and benefits from the operation of the office building on the Real Property, including without limitation, all revenues and credit card receipts collected from restaurants, vending machines, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Real Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of office building located in the Real Property or acquired from others including without limitation, from the rental of any office space, retail space, commercial space, or other space, parking, stores, license, lease, sublease and concession fees

UNOFFICIAL COPY

and rentals, and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Real Property; (xxx) guaranties of and security for any of the foregoing; (xxxi) all substitutions, renewals, improvements, attachments, accessions, additions and replacements to any of the foregoing; and all "Proceeds" (as such term is defined in the Uniform Commercial Code), collections, insurance proceeds and products of any of the property listed in (i) through (xxx) above, including without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all documents, instruments, general intangibles, goods, equipment, inventory, chattel paper, monies, accounts, deposit accounts and other personal property that may arise from the sale or disposition of any of the foregoing, all guaranties of and security for any of the foregoing, and all books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof, relating to any of the foregoing and the Interest Reserves (as defined and described in the Loan Agreement), Conversion Reserve, Leasing Reserve, Working Capital Reserve, Taxes and Insurance Reserves (per the Loan Agreement and Section 6.5 of this Mortgage), any other reserve accounts now or hereafter established in connection with the Loan and the Account established pursuant to the Account Control Agreement (as defined and described in the Loan Agreement). The Personal Property shall also include all of the Intangible Property Rights, as defined below.

"Property" means the real property described in Exhibit "A", attached hereto and incorporated herein by reference, together with all buildings and other improvements ("**Improvements**") now or hereafter located thereon, and any and all right, title or interest in any other real property or improvements comprised in such real property, which right, title or interest is acquired after the date of this Mortgage (such real property, buildings, improvements and after-acquired interest being hereinafter collectively referred to as the "**Real Property**"); the Personal Property; all easements and other rights now or hereafter made appurtenant to the Real Property; all additions and accretions to the Real Property; all fixtures, machinery, equipment, and appliances at any time attached to, or located in or on the Real Property in which Debtor has an interest; all rights to existing or future streets or public places including without limitation all right, title and interest of Debtor in and to rights to all abandoned and/or vacated roads and/or alleys; all existing and future minerals, oil, gas and other hydrocarbon substances upon, under or through the Real Property; all water and water rights, pumps and pumping plants, and existing and future water stock relating thereto; all existing and future shares of stock or other evidence of ownership of any part of the foregoing property and all intangible property and rights relating to the foregoing property, and the operation thereof or used in connection therewith, including but not limited to all options, sales contracts and rights of first refusal of any nature whatsoever, covering all or any portion of such property, together with any deposits or other payments made in connection therewith, existing and future development rights, benefits and approvals if and when obtained, permits and permit applications, site plan, rezoning and planned development applications and approvals, air rights and other similar land use permits, approvals or entitlements; and all proceeds of any of the foregoing (the foregoing intangible property and rights may collectively be referred to as the "**Intangible Property Rights**"). Any reference in this Mortgage to the "Property" shall mean the Property described in this Section, any part thereof, or any interest therein, and is intended to mean all assets of the Debtor.

UNOFFICIAL COPY

Capitalized terms not otherwise defined shall have the mean ascribed to them in that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing and Loan Agreement by and between Debtor and Secured Party, dated as of April 18, 2006, as the same may be amended from time to time.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit A

Legal Description

3722002_v1

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A STRIP OF LAND LYING SOUTH OF AND ADJOINING LOT 1 AND THE EAST 1/2 OF LOT 2 IN BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO BOUNDED ON THE NORTH BY THE SOUTH LINE OF SAID LOTS AND ON THE SOUTH BY THE NORTH LINE OF PUBLIC ALLEY AS NARROWED BY ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CHICAGO PASSED SEPTEMBER 17, 1852, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY THAT RECIPROCAL EASEMENT AGREEMENT ("AGREEMENT") DATED DECEMBER 5, 1990 AND RECORDED AS DOCUMENT 91092145 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 1088617 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1989 AND KNOWN AS TRUST NUMBER 110025-08, FOR THE PURPOSE OF PROVIDING PEDESTRIAN ACCESS TO, FROM AND THROUGH THE PLAZA (AS DEFINED IN THE AGREEMENT) AND WALKWAY (AS DEFINED IN THE AGREEMENT) FOR GRANTOR AND GRANTEE AND THEIR RESPECTIVE AGENTS AND FOR THE TENANTS OF GRANTOR'S BUILDING AND GRANTEE'S BUILDING AND THEIR EMPLOYEES, AGENTS AND INVITEES, OVER THAT PART OF THE LAND AS DESCRIBED WITHIN SAID AGREEMENT AND AS DEFINED ON EXHIBIT C OF SAID AGREEMENT.

(Continued)

SCHEDULE A - PAGE 2
CASE NUMBER 10817894
POLICY NUMBER PROFORMA
ALTA LOAN POLICY 10/17/92

UNOFFICIAL COPY

SCHEDULE A
LEGAL DESCRIPTION CONTINUED

ALSO KNOWN AS:

THAT PART OF BLOCK 17 OF THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9 TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST WACKER DRIVE AND THE EAST LINE OF NORTH GARVEY COURT AND RUNNING; THENCE SOUTH 88 DEGREES 52 MINUTES 35 SECONDS EAST (BASIS OF BEARING BEING ASSUMED) ALONG SAID SOUTH LINE OF WEST WACKER DRIVE, A DISTANCE OF 120.52 FEET, TO AN INTERSECTION WITH THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS EAST ALONG SAID WEST LINE OF NORTH DEARBORN STREET, A DISTANCE OF 148.67 FEET, TO THE NORTH LIEN OF THE ALLEY AS NARROWED BY ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF CHICAGO PASSED SEPTEMBER 17 1852; THENCE NORTH 88 DEGREES 57 MINUTES 45 SECONDS WEST ALONG THE NORTH LINE OF SAID ALLEY, A DISTANCE OF 80.45 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 0.50 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 45 SECONDS WEST, A DISTANCE OF 40.23 FEET, TO AN INTERSECTION WITH THE EAST LINE OF NORTH GARVEY COURT AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF NORTH GARVEY COURT, A DISTANCE OF 148.35 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

55 W. WACKER DRIVE

Tax PINS: 17-09-423-007 + 17-09-423-008

CASE NUMBER 10817894
POLICY NUMBER PROFORMA
ALTA LOAN POLICY 10/17/52