

UNOFFICIAL COPY



Doc#: 0616432050 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2008 10:15 AM 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)

O'Melveny & Myers LLP  
400 South Hope Street  
Los Angeles, California 90071-2899  
Attention: Vivian C. Douglas

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  
OR  
KERASOTES SHOWPLACE THEATRES, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
224 North Des Plaines Avenue, Suite 200  
CITY Chicago STATE IL POSTAL CODE 60661 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 3655527  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 FIRST NAME MIDDLE NAME SUFFIX

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

3a. ORGANIZATION'S NAME  
OR  
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS  
60 Wall Street  
CITY New York STATE NY POSTAL CODE 10005 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement is a fixture filing for the Collateral described in Exhibit A, attached hereto and incorporated herein, which is or is to become a fixture or fixtures on, at, or in connection with the real property more particularly described in Exhibit B, attached hereto and incorporated herein.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAIOLR  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 REPORTS (\$) on Debtor(s) [optional]  All Debtors  Debtor 1  Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA  
File No. 212,403-927 Cook County (fixture) City North

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

STEWART TITLE OF ILLINOIS  
2 N. LaSalle Street  
Suite 625  
Chicago, IL 60602  
312-849-4243

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a & 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

KERASOTES SHOWPLACE THEATRES, LLC

OR 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 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

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'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 B, attached hereto for a description of the 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

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

# UNOFFICIAL COPY

## EXHIBIT A TO UCC1 FINANCING STATEMENT

### Description of Collateral

The financing statement ("**Financing Statement**") to which this Exhibit A is attached covers all right, title and interest of Kerasotes Showplace Theatres, LLC ("**Debtor**"), in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever the same may be located (the "**Collateral**"), in connection with Debtor's leasehold interest in the real property described in Exhibit B attached hereto created by the lease described in Exhibit C attached hereto (the "**Subject Lease**"), together with any greater estate therein as hereafter may be acquired by Debtor, together with all of Debtor's estate, right, title, interest, claim or demand in the following:

1. (a) all strips and gores within or adjoining such property, all estate, right, title, interest, claim or demand whatsoever of Debtor in the streets, roads, sidewalks, alleys, and ways adjacent thereto (whether or not vacated and whether public or private and whether open or proposed), (b) all vaults or chutes adjoining such land, all of the tenements, hereditaments, easements, reciprocal easement agreements, rights pursuant to any trackage agreement, rights to the use of common drive entries, rights-of-way and other rights, privileges and appurtenances thereunto belonging or in any way pertaining thereto, (c) all reversions, remainders, dower and right of dower, curtesy and right of curtesy, (d) all of the air space and right to use said air space above such property, (e) all transferable development rights arising therefrom or transferred thereto, (f) all water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and shares of stock evidencing the same, (g) all mineral, mining, gravel, oil, gas, hydrocarbon substances and other rights to produce or share in the production of anything related to such property (to the extent Debtor has such rights), (h) all drainage, crop, timber, agricultural, and horticultural rights with respect to such property (to the extent Debtor has such rights), and (i) all other appurtenances appurtenant to such property, including without limitation, any now or hereafter belonging or in anywise appertaining thereto, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, now or hereafter acquired, of, in or to the same (Debtor's interest in all of the foregoing being referred to herein, collectively, as the "**Land**");

2. All of Debtor's right, title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Land, including, but not limited to, those attachments, appliances, equipment, machinery, and other articles which are attached to said buildings, constructions and improvements (collectively, the "**Improvements**"; Debtor's interest in the Improvements and the Land are collectively referred to herein as the "**Premises**"), all of which shall be deemed and construed to be a part of Debtor's interest in the realty;

3. All of Debtor's right, title and interest in and to all of the items incorporated as part of or attributed or affixed to any of the Premises or other real property included in the Mortgaged Property or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Premises or such other real property, in such a manner that such items constitute real property under the law of the state where the property is situated;

# UNOFFICIAL COPY

4. All of Debtor's right, title and interest in and to any personal property (other than inventory), including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and which are now or hereafter located on or affixed to the Premises or used or useful in the operation, use or occupancy thereof (including, without limitation, in connection with the business conducted thereon by or on behalf of Debtor or the construction of any improvements thereon and which are or may hereafter become fixtures, including, without limitation, any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all equipment related to any of the foregoing, all racking and shelving systems, all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuum, window washing and other cleaning and building service systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances and garbage and pest control systems (Debtor's interest in any of the foregoing is collectively referred to herein as the "**Fixtures**");

5. All of Debtor's right, title and interest in and to all present and future rents (including rents received after the filing of any petition in bankruptcy by or against Debtor), issues, profits, royalties, income and other benefits (collectively, the "**Rents**") derived by Debtor from the Premises or the Improvements or any other portion of the Mortgaged Property or from any leases, subleases or licenses of, or any concessions, franchises or similar agreements with respect to, the Premises or any other portion of the Mortgaged Property (which together with any amendments, modifications, extensions, renewals or substitutions thereto or therefor are collectively referred to as the "**Leases (Debtor Lessor)**"), and all right, title and interest of Debtor as lessor in and to the Leases (Debtor Lessor);

6. All rights, titles, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Premises or in and to any greater estate in the Premises;

7. All of Debtor's right, title and interest in and to all easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with the foregoing described Mortgaged Property or as a means of access thereto, including, without limiting the generality of the foregoing, all rights pursuant to any trackage agreement and all rights to the non-exclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights (whether riparian, appropriative, ground water, drilling rights, well rights, water development rights or otherwise, and whether or not appurtenant) and shares of stock evidencing the same;

8. All leasehold estates, rights, titles and interests of Debtor as lessee in and to all leases, subleases, licenses, concessions, franchises or similar agreements covering the Premises, or any portion thereof, now or hereafter existing or entered into (which, together with any amendments, modifications, extensions, renewals or substitutions are collectively referred to as the "**Leases (Debtor Lessee)**") and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, refunds, and deposits or payments of similar nature;

9. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the

# UNOFFICIAL COPY

Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

10. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, whether now or hereafter existing, relating to use, construction upon, occupancy, leasing, sale or operation of the Premises;

11. All of the estate, interest, right, title, other claim or demand, both in law and in equity, and except as otherwise provided herein, claims or demands with respect to the proceeds of insurance or any indemnity, warranty or guaranty in effect, payable by reason of loss or damage to or otherwise, with respect thereto, which Debtor now has or may hereafter acquire in the Premises or other portions of the Mortgaged Property, and, except as otherwise provided herein, other proceeds from sale or disposition of the Mortgaged Property which Debtor now has or may hereafter acquire and awards made for any damages relating to the Mortgaged Property or for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any award resulting from a change of grade of streets and any award for severance damages;

12. All rights of Debtor to refunds of real property taxes and other taxes and charges; and

13. All existing and future corrections, modifications, supplements or amendments to, or renewals, extensions or ratification of, or replacements or substitutions for, or accessions, additions or attachments to, or products, proceeds, rents or profits of or from, any of the foregoing Mortgaged Property, and all privileges and appurtenances thereunto belonging. For purposes of this Instrument, the term "proceeds" includes whatever is receivable or received when Mortgaged Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

14. Notwithstanding anything contained in this Financing Statement to the contrary, it is acknowledged and agreed as the intention of the parties that this Financing Statement shall encumber only Debtor's leasehold interest created by the Subject Lease, together with all of Debtor's right, title and interest in and to the Premises as the same relates to the leasehold (or other property owned by Debtor that is not subject to the leasehold).

For purposes of this Exhibit A, the following terms shall have the following meanings:

**"Credit Agreement"**: means that certain Third Amended and Restated Credit Agreement dated as of October 29, 2004, as amended by that certain First Amendment and Limited Waiver dated as of March 24, 2005, as amended by that certain Second Amendment to Third Amended and Restated Credit Agreement dated as of September 28, 2005, and by that certain Third Amendment to Third Amended and Restated Credit Agreement dated as of March 14, 2006, as amended and as may hereafter be amended, restated, supplemented, renewed, replaced, substituted or otherwise modified from time to time), entered into by and among Debtor, Kerasotes Showplace Theatres Holdings, LLC, a Delaware limited liability company, the Financial Institutions Listed on the Signature Pages Thereof (the "Lenders"), Deutsche Bank Trust Company Americas, as administrative agent for the Lenders, and such other agents as named therein.

# UNOFFICIAL COPY

**“Mortgaged Property”**: means all or, where the context permits or requires, any portion of the above Collateral or any interest therein and the Premises.

**“UCC”**: means the Uniform Commercial Code of Illinois or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Illinois, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B TO UCC1 FINANCING STATEMENT

### Property Description

Legal description of property located at:

Street Address	City	County	State	Zip
2600 North Western Avenue	Chicago	Cook	Illinois	

The parcel identification numbers for the Land is: 13-25-414-001-0000 through 13-25-414-004  
13-25-414-009 through 13-25-414-012  
13-25-415-001-0000 through 13-25-415-011  
13-25-415-013 through 13-25-415-024

Parcel 1: Lots 1 to 8, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1, 2, 3 and 4 in Delamater's Resubdivision of Lots 24, 25 and 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Vacated alleys in Block 26 in Albert Crosby and Others' Subdivision and vacated part of Artesian Avenue, as follows:

All of the North and South 14 foot alley lying West of and adjoining the West line of Lots 1 to 6, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East ½ of the Southeast ¼ of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian lying East of and adjoining the East line of Lot 1 in F. C. Delamater's Resubdivision of Lots 24, 25 and 26 in Albert Crosby and Others' Subdivision, aforementioned; and Northeasterly of and adjoining the Southwesterly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned produced Northwesterly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned;

All of the Northwesterly and Southeasterly public alley lying Southwesterly of and adjoining the Southwesterly line of Lots 6, 7 and 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; lying Southwesterly of and adjoining the Southwesterly line of Lots 1 to 4, both inclusive, in F. C. Delamater's Resubdivision, aforementioned; and lying Southwesterly of and adjoining the Southwesterly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced Northwesterly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned; and lying Northeasterly of and adjoining the Northeasterly right-of-way line of the Chicago and Northwestern Railway and

B-1

# UNOFFICIAL COPY

lying Northwesterly of and adjoining the East line of Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway; also

That part of North Artesian Avenue lying West of and adjoining the West line of Lots 21 to 24, both inclusive, in Block 31 and the West line of said Lot 21 produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway; lying East and adjoining the East line of said Lot 8 produced South to the Northeasterly right-of-way line of the Chicago and Northwestern Railway in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; and lying South of the North 16 feet of said Lot 24 in Block 31 produced West to the East line of said Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, all in Cook County, Illinois.

Parcel 4: Lots 1 to 18, both inclusive, Lot 20 (the North 16 feet thereof being vacated alley), Lots 21, 22, 23, 24 (except the North 16 feet in said Lot 24); Lots 25 to 32, both inclusive, also the vacated North and South alley lying West of and adjoining said Lots 10 to 17 on the East and lying East of and adjoining said Lots 20 to 23 on the West; also the vacated alley Southwesterly of and adjoining said Lots 17, 18, 20 and 21 and East of the West line of Lot 21 extended South and Southerly of said vacated North and South alley (excepting therefrom that part of Lots 1 to 18, both inclusive, and that part of the vacated alley lying Southwesterly of Lot 18, aforesaid, lying East of a line 50 feet West of and parallel with the East line of Section 25); all in Block 31 in Albert Crosby and Others' Subdivision of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: That part of North Artesian Avenue lying East of the East line of Lots 1 to 8 inclusive, in Block 26 lying West of the West line of Lots 24 to 32, inclusive, in Block 31; lying North of the North line of vacated Artesian Avenue according to document number 13128328; and lying South of the South line of West Schubert Avenue, all in Albert Crosby and Others' Subdivision of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: All that part of the 16 foot East-West alley (originally dedicated according to document number 12158914); the North 16 feet of Lot 24 in Block 31 in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

Parcel 7: All that part of the 16 foot North-South alley lying within Block 31 (being West of the West line of Lots 1 to 9, inclusive), North of the North line of vacation document number 12158915), East of the East line of Lot 32, inclusive, and South of the South line of West Schubert Avenue, in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.



# UNOFFICIAL COPY

EXHIBIT C  
TO  
UCC1 FINANCING STATEMENT

Lease Description

That certain Lease Agreement dated July 28, 1998, as amended by that certain Amendment to Lease Agreement dated as of October 22, 1998 (as amended, the "Lease") executed by and between LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 (the "Original Landlord"), and General Cinema Corp. of North Western, predecessor-in-interest to AMC-GCT, Inc. (the "Original Tenant") for the premises commonly known as 2600 North Western Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto, and more particularly described in Exhibit A to the Lease, a memorandum of which was recorded as a Memorandum of Lease dated July 28, 1998 and recorded August 3, 1998 as Document No. 98679829, and an original duplicate thereof recorded August 3, 1998 as Document No. 98679830 in the Cook County Recorder's Office, as assigned by Original Tenant to American Multi-Cinema, Inc. ("Tenant") by Assignment and Assumption of Lease Agreement dated February 1, 2006, as further assigned by Tenant to Kerasotes Showplace Theatres, LLC, a Delaware limited liability company, pursuant to that certain Leasehold Premises Assignment and Assumption Agreement dated \_\_\_\_\_, 2006 and recorded on 04/13, 2006 as document number \_\_\_\_\_, for a term commencing, terminating or expiring on such dates as provided in the Lease, demising and leasing the premises therein described.