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Doc#: 0625710112 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/14/2006 02:55 PM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ADAM W. JOHNSON, ESQ.  
KATTEN MUCHIN ROSENMAN LLP  
525 WEST MONROE STREET  
CHICAGO ILLINOIS 60661

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 TR 120 S. LASALLE CORP.			
1b. INDIVIDUAL'S LAST NAME			
FIRST NAME			
MIDDLE NAME			
SUFFIX			
1c. MAILING ADDRESS			
120 N. LASALLE STREET, SUITE 1750		CHICAGO	
CITY		STATE	POSTAL CODE
		IL	60602
COUNTRY		USA	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
		CORPORATION	DELAWARE
1g. ORGANIZATIONAL ID #, if any			<input type="checkbox"/> NONE
4189180			

### 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		USA	
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			
OR AXA EQUITABLE LIFE INSURANCE COMPANY			
3b. INDIVIDUAL'S LAST NAME			
FIRST NAME			
MIDDLE NAME			
SUFFIX			
3c. MAILING ADDRESS			
1290 AVENUE OF THE AMERICAS		NEW YORK	
CITY		STATE	POSTAL CODE
		NY	10104
COUNTRY		USA	

### 4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST, NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED ON EXHIBIT A, WHICH COLLATERAL IS LOCATED ON OR USED IN CONNECTION WITH THE REAL PROPERTY DESCRIBED ON EXHIBIT B, BOTH EXHIBITS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR ALL PURPOSES.

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)		All Debtors		Debtor 1	Debtor 2

### 8. OPTIONAL FILER REFERENCE DATA

FILE IN COOK COUNTY, ILLINOIS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

.IPNAT - 12/17/2002 CT System Online

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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		
<b>TR 120 S. LASALLE CORP.</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. SEE INSTRUCTIONS	ADDL. 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 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 AND BY THIS REFERENCE 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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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## EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: TR 120 S. LASALLE CORP., a Delaware corporation (“Debtor”)

Secured Party: AXA EQUITABLE LIFE INSURANCE COMPANY, a New York corporation (“Secured Party”)

Reference is hereby made to that certain Mortgage, Security Agreement and Fixture Filing by and between Debtor and Secured Party (the “Mortgage”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

This financing statement covers all of the following property now owned or hereafter acquired by Debtor in connection with that certain lot, piece or parcel of land or lots, pieces or parcels of land, as the case may be (the “Land”), as more particularly described in Exhibit B, attached hereto and made a part hereof, (collectively, the “Premises”):

(a) all buildings, structures and other improvements now or hereafter existing, erected or placed on or under the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with Premises;

(b) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof and used or usable in connection with any present or future operation thereof including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors; but not including any personal property of tenants under the Leases (as hereinafter defined);

(c) all and singular the tenements, hereditaments, easements, rights of way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same and of, in and to every part and parcel thereof;

(d) all right, title and interest of Debtor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

(e) all “Leases,” which shall mean all leases, license agreements, and other occupancy or use agreements (whether oral or written), now or hereafter existing, under which the Debtor is the landlord or equivalent which cover or relate to all or any part of the Premises,

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together with all options therefor and guarantees thereof, if any, and any and all amendments, modifications, extensions and/or renewals of the foregoing;

(f) all "Rents," which shall mean rents, royalties, issues, profits, revenues, income and other benefits of the Premises arising at any time (including, without limitation, after the filing of any petition under any present or future Federal or state bankruptcy or similar law) from the use or enjoyment thereof, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash, letters of credit or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due, additional, percentage, participation and other rentals, fees and deposits, and any and all sums paid or due and payable in connection with the modification or termination of any of the Leases;

(g) all right, title and interest of Debtor in, to and under any and all contracts, agreements and other undertakings of any kind whatsoever, written or oral, for the delivery of services and/or the acquisition of supplies or materials in connection with the ownership, management, operation, maintenance, leasing, construction and/or improvement of the Premises;

(h) all insurance policies maintained by or for the benefit of Debtor with respect to the Premises and/or the business of Debtor conducted in connection therewith, all premiums paid or due and payable thereunder and all proceeds paid or due and payable thereunder;

(i) all sums held in escrow by Secured Party pursuant to that certain Mortgage and/or any other "Loan Documents," which shall include (1) that certain Note made by Debtor in favor of Secured Party in the amount set forth on the cover page of the Mortgage and all replacements, substitutions, modifications, renewals and extensions thereof (the "Note"), (2) the Mortgage, (3) the Assignment of Leases and Rents, and any and all other documents or instruments now or hereafter given by or on behalf of Debtor to or for the benefit of Secured Party evidencing, securing or in any way relating to the Indebtedness evidenced by the Note or the security given therefor;

(j) all proceeds, compensation, awards, damages and other payments (collectively, "proceeds") paid or due and payable by any governmental or quasi governmental authority or corporation on account of any "Taking" (as hereinafter defined) of all or any portion of the Premises, including interest thereon, and the right to receive the same ("Taking" shall mean the taking of the Premises or any part thereof or interest therein by reason of any public improvement or condemnation proceeding or by the exercise of the power of eminent domain or any other activity by the governmental or quasi governmental authority or corporation of any kind on or off the Premises, including, without limitation, change of the grade of any street, resulting in damage or injury to the Premises or any part thereof or interest therein, including, without limitation, reduction in the value thereof);

(k) all contracts of sale for or assignment of the Premises or any part thereof or interest therein and all sums paid or due and payable thereunder, including, without limitation, any and all earnest moneys and/or other deposits made or due and payable thereunder;

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(l) all claims and/or choses in action of any kind whatsoever arising in tort, by contract or otherwise which Debtor now has or may at any time hereafter acquire with respect to the Premises or any part thereof or interest therein or the business of the Debtor conducted in connection therewith together with the right to take any action or file any papers or process with any governmental or quasi-governmental authority or in any court of competent jurisdiction which action or filing may, in the opinion of Secured Party, be necessary to preserve, protect or enforce such rights, claims and choses in action, including the right to file any proof of claim in any bankruptcy or insolvency proceeding under any Federal, state or other laws; and any rights, claims or awards accruing to or to be paid to Debtor in its capacity as lessor or lessee under any Lease; and

(m) all proceeds of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims.

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## EXHIBIT B TO UCC FINANCING STATEMENT

### LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THE EAST ½ OF LOT 2, ALL OF LOT 3 AND THAT PART OF LOT 4 LYING WEST OF THE WEST LINE OF LASALLE STREET (EXCEPT THE SOUTH 10 FEET OF SAID LOTS TAKEN FOR ALLEY) IN BLOCK 96 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS. CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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