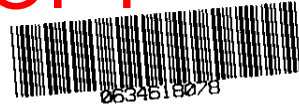


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Doc#: 0634618078 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2006 02:57 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dapo A. Adedeji
Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP
333 West Wacker Drive
Suite 2700
Chicago, Illinois 60606

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
TRANSWESTERN COLUMBIA CENTRE III, L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

150 N. WACKER DRIVE, SUITE 800 CHICAGO IL 60606 USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION DELAWARE 1g. ORGANIZATIONAL ID #, if any 4240387 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. **SEE INSTRUCTIONS** 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
WELLS FARGO BANK, NATIONAL ASSOCIATION AS ADMINISTRATIVE AGENT

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

123 N. WACKER DRIVE, SUITE 1900 CHICAGO IL 60606 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER ALL THAT COLLATERAL DESCRIBED ON SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF WHICH IS LOCATED ON THE REAL PROPERTY DESCRIBED ON EXHIBIT A 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. 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) ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA All Debtors Debtor 1 Debtor 2

WFBK-0248 REAL ESTATE RECORDS, COOK COUNTY, IL NCS 221385 cng 2012

DEC

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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		
TRANSWESTERN COLUMBIA CENTRE III, L.L.C.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

COMPLETE ADDRESS OF DEBTOR:

TRANSWESTERN COLUMBIA CENTRE III, L.L.C.
 C/O TRANSWESTERN INVESTMENT COMPANY, L.L.C.
 150 N. WACKER DRIVE SUITE 800
 CHICAGO, IL 60606

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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	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any

12.	ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME	insert only one name (12a or 12b)			<input type="checkbox"/> NONE
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:

ATTACHED HERETO AS EXHIBIT A AND
 INCORPORATED HEREIN BY REFERENCE.

16. Additional collateral description:

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

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**SCHEDULE 1****TO UCC FINANCING STATEMENT****DEBTOR:**

Transwestern Columbia Centre III, L.L.C.
 ("Debtor")
 c/o Transwestern Investment Company, L.L.C.
 150 N. Wacker Drive, Suite 800
 Chicago, IL 60606
 Attn: Brian Walsh

SECURED PARTY:

Wells Fargo Bank, National Association as
 Administrative Agent ("Secured Party")
 123 North Wacker Drive
 Suite 1900
 Chicago, Illinois 60606
 Attn: David R. Bernas

All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Mortgage") from Debtor to Wells Fargo Bank, National Association as Administrative Agent, Secured Party dated as of December 7, 2006.

Debtor hereby grants to Secured Party all of Debtor's right, title and interest in, to and under the following described property (the "**Mortgaged Property**"):

A. All those certain tracts, pieces or parcels of land legally described on Exhibit A attached hereto and hereby made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "**Land**"); and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing, but expressly excluding any of the foregoing items that are owned by tenants of the Improvements, defined below; and

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C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, and also including all land split, division and subdivision rights; and

D. Each and every lease or sublease, license, reciprocal or other easement agreement and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "**Improvements**"), whether heretofore, now or hereafter entered into (the "**Leases**"); and

E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Property from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits and escrow funds, now existing or hereafter arising or created out of the sale, lease, sublease, license or other grant of the right of possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the Project, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same) (collectively, the "**Rents**"); and

F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the Uniform Commercial Code, as adopted in Illinois; and

G. All inventory, accounts, cash receipts, deposit accounts, accounts receivable, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, proceeds of the sale of promissory notes, and any other rights to the payment of money; and

H. All of the aforementioned personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, books of account, files, trade names, trademarks, service marks, copyrights, patents, guest lists and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute

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proceeds of collateral pursuant to Section 9-306 of the Uniform Commercial Code, as adopted in Illinois (the "**Personalty**"); and

I. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, pertaining in any way to the Mortgaged Property to which Debtor is or hereafter becomes a party, including, without limitation, insurance policies, any interest rate swap, cap collar or other interest rate hedging product relating to the Loan entered into between Debtor and any Lender (or its Affiliate), contracts and licenses pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein, and all rights, powers, privileges, benefits and remedies of Debtor thereunder; and

J. All franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

K. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

L. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

M. Any and all refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

N. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Lender or any Affiliate of Secured Party or any Lender now or at any time hereafter, and all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

O. All right, title and interest of Debtor arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Project.

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P. All of Debtor's right, title and interest in and to that certain Parking Agreement dated November 2, 1988, by and between the Village of Rosemont ("**Municipality**"), American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 12, 1986 and known as Trust Number 100841-01 and Fifield-Rosemont Associates, as amended by that certain First Amendment to Parking Agreement and Memorandum of Parking Agreement dated July 18, 1990, by and between the Municipality, American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 12, 1986 and known as Trust Number 100841-01 and Fifield-Rosemont Associates, and that certain First Amendment to Parking Agreement dated October 6, 1999, between the Municipality and Teachers Insurance and Annuity Association of America, and as acknowledged by that certain Acknowledgement by the Municipality for the Benefit of Debtor, any mortgage lender of Debtor, and their respective assignees, successors and assigns, dated October 25, 2006.

Property of Cook County Clerk's Office

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Columbia Centre III

EXHIBIT A TO UCC FINANCING STATEMENT**LEGAL DESCRIPTION**

PARCEL 1:

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

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PARCEL 4:

ALL RIGHTS, INCLUDING THE USE OF 350 PARKING SPACES, AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILLAGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576474, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

Tax Parcel:: 12-10-100-051-0000

Street Address: 9525 Bryn Mawr Avenue, Rosemont, Illinois