

UNOFFICIAL COPY



Doc#: 0710334129 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/13/2007 02:03 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)

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington DE 19808

#13090-52180

Return to:
First American Title Insurance Co.
1801 K Street NW, Suite 200K
Washington, DC 20006
Attn: Clare Ursano 53 008

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 WSRH CHICAGO, L.L.C.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS c/o Walton Street Capital, L.L.C., 900 N. Michigan Ave., #1900		CITY Chicago	STATE IL	POSTAL CODE 60611	COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL I.D. #, if any 3965831	<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					
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 I.D. #, 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 Greenwich Capital Financial Products, Inc.					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 600 Steamboat Road		CITY Greenwich	STATE CT	POSTAL CODE 06830	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A attached hereto and made a part hereof, and Exhibit A attached thereto.

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) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with: IL - Cook County

Additional Pages: Yes

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

60F 7 NCS 253008 L.L.C. OFC

9

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	WSRH CHICAGO, L.L.C.		
	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. SEE INSTRUCTIONS	ADD'NL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL I.D.#, 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 attached Exhibit A for description of Real Estate

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. 05/22/02)

UNOFFICIAL COPY

RIDER A TO UCC-1 FINANCING STATEMENT

Debtor does hereby irrevocably convey, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

2. Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of that certain Leasehold Mortgage and Security Agreement, dated April 9, 2007, between Debtor and Secured Party (the "**Security Instrument**");

3. Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

4. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions and remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

5. Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) or any property manager or any leased equipment except to the extent that Debtor shall have any right or interest therein;

6. Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which

UNOFFICIAL COPY

the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein;

7. Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles to the extent assignable, contract rights, accounts, accounts receivable, franchises to the extent assignable, licenses to the extent assignable, certificates and permits to the extent assignable, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or to the extent assignable intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

8. Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder to the extent assignable and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land

UNOFFICIAL COPY

and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt (as defined in the Loan Agreement);

9. Condemnation Awards. All awards which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

10. Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance policies, judgments, or settlements made in lieu thereof, in connection with a casualty to the Property;

11. Tax Certiorari. All refunds, rebates or credits in connection with reduction in taxes or other charges charged against the Property;

12. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, insurance proceeds and awards, into cash or liquidation claims;

13. Rights. The right, in the name and on behalf of Debtor in accordance with Section 7.4 of the Security Instrument, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

14. Agreements. To the extent assignable all agreements, contracts, certificates, instruments, franchises, permits, licenses to the extent assignable, plans, specifications and other documents, now or hereafter entered into, and all 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 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, upon the occurrence and during the continuance of any Event of Default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

15. Trademarks. To the extent assignable, Debtor's interest in all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

16. Accounts. Subject to the provisions of the Management Agreement, all reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Cash Management Agreement, dated April 9, 2007, between Debtor and Secured Party; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

UNOFFICIAL COPY

17. Interest Rate Cap Agreement. The Interest Rate Cap Agreement (as defined in the Loan Agreement) including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

18. Ground Lease. All of Debtor’s estate, right, title and interest in, to and under: (i) that certain Lease dated as of June 30, 1988, executed by Harris Trust and Savings Bank, as trustee under Trust No. 43770, as ground lessor, and SHC Chicago Hotel Limited Partnership, an Ohio limited partnership, as ground lessee, as disclosed by a Memorandum of Lease dated August 17, 1988 as Document Number 88465178 and re-recorded as Document Number 88465179, as amended by that certain First Amendment to Lease dated December 15, 1997, executed by Cole Taylor Bank, as successor trustee to Harris Trust and Savings Bank, as trustee under Trust No. 43770, and CTF Chicago Hotel Limited Partnership, an Ohio limited partnership, as ground lessee, as assigned to CTF Chicago Hotel LLC, a Delaware limited liability company, by that certain Assignment and Assumption of Renaissance Hotel Ground Lease dated October 23, 2003, and recorded November 10, 2003 as document 0331431119, as further amended by that certain Amendment to Memorandum of Lease and Release of Memorandum of Lease dated October 23, 2003 and recorded November 10, 2003 as document 0331431120, as further assigned to Debtor pursuant to that certain Assignment and Assumption of Ground Lease dated June 23, 2005 and recorded June 30, 2005 as Document Number 0518122183, as further amended pursuant to that certain Lessor Estoppel Certificate and Agreement dated as of April 3, 2007, given by Chicago Title Land Trust Company, as successor trustee to Cole Taylor Bank, for the benefit of Debtor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Hotel Ground Lease**”); (ii) that certain Lease dated December 15, 1997, executed by Cole Taylor Bank, as successor trustee to Harris Trust and Savings Bank, as trustee under Trust No. 43770, as lessor, and CTF Chicago Hotel Limited Partnership, as lessee, as disclosed by that certain Memorandum of Lease dated October 23, 2003, executed by 35 West Wacker Venture L.P., a Delaware limited partnership, f/k/a 35 West Wacker L.L.C., a Delaware limited liability company, as lessor, and CTF Chicago Hotel LLC, a Delaware limited liability company, as lessee, and recorded November 10, 2003 as document 0331431117, as further assigned by that certain Assignment and Assumption of Hotel Service Area Lease dated October 23, 2003 and recorded November 10, 2003 as document 0331431118, as further assigned to Debtor pursuant to that certain Assignment and Assumption of Hotel Service Area Lease, dated June 23, 2005 and recorded on June 30, 2005 as Document Number 0518122184, as further amended pursuant to that certain Lessor Estoppel Certificate and Agreement dated as of April 9, 2007, given by 35 W. Wacker Owner LLC, for the benefit of Debtor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Service Area Lease**”); collectively, the Hotel Ground Lease and the Service Area Lease, the “**Ground Lease**”, and the leasehold estates collectively created thereby in the real property leased pursuant to the Hotel Ground Lease and the Service Area Lease, respectively, each as more particularly described as Parcel “1” and “2”, respectively, in Exhibit A attached hereto (collectively, the “**Leased Land**”), together with all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements now or hereafter erected on the Leased Land and together with all appurtenances including, but not limited to (i) extension, renewal, modification and option rights, and all of the estate and right of Debtor of, in, and to the Leased Land under and by

UNOFFICIAL COPY

virtue of the Ground Lease, (ii) all credits to and deposits of Debtor under the Ground Lease and all other options, privileges and rights granted and demised to Debtor under the Ground Lease and (iii) all the right or privilege of Debtor to terminate, cancel, surrender or merge the Ground Lease; and

19. Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (1) through (18) above.

All defined terms used above but not herein defined shall have the meanings ascribed to them in that certain Loan Agreement, dated April 9, 2007, between Debtor and Secured Party.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

(Legal Description)

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL A:

THE EAST HALF, BY AREA, OF A TRACT OF LAND CONSISTING OF ALL LOTS AND ALL STREETS AND ALLEYS WITHIN ONE BLOCK 16 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND, LYING EAST OF AND ADJOINING SAID BLOCK 16 AND WEST OF THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF WACKER DRIVE, AT A POINT 161.73 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE EAST LINE OF DEARBORN STREET; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 161.90 FEET, TO THE WEST LINE OF STATE STREET; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 310.64 FEET TO THE NORTH LINE OF LAKE STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 162.21 FEET, TO A POINT 161.72 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE EAST LINE OF SAID DEARBORN STREET; THENCE NORTH ALONG A STRAIGHT LINE PARALLEL WITH SAID EAST LINE OF DEARBORN STREET, A DISTANCE OF 311.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOT 2 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117294.

NEW MEASURED LEGAL DESCRIPTION:

LOT 2, LEO BURNETT RESUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 310.64 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 162.21 FEET; THENCE NORTH 00

UNOFFICIAL COPY

DEGREES 03 MINUTES 34 SECONDS EAST, 311.25 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 56 SECONDS EAST, 161.90 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THOSE PORTIONS OF LOTS 1, 3 AND 4 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117294, AS SET FORTH IN SECTION 1 OF THE MEMORANDUM OF LEASE RECORDED NOVEMBER 10, 2003 AS DOCUMENT 0331431117.

Address: 1 West Wacker Drive and 35 West Wacker Drive, Chicago, IL

PIN #'s: 17-09-426-030, 17-09-426-031, 17-09-426-032 and 17-09-426-033

Property of Cook County Clerk's Office