

UNOFFICIAL COPY



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0712922019 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/09/2007 10:52 AM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 17595 CASSIN CASSIN
UCC Direct Services 11058162
P.O. Box 29071
Glendale, CA 91209-9071

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME 1244 DEARBORN, LLC
1b. INDIVIDUAL'S LAST NAME
1c. MAILING ADDRESS 1017 WEST BELMONT AVENUE CHICAGO IL 60657 USA
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION IL 1g. ORGANIZATIONAL ID #, if any [X] 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
2b. INDIVIDUAL'S LAST NAME
2c. MAILING ADDRESS
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 CIBC INC.
3b. INDIVIDUAL'S LAST NAME
3c. MAILING ADDRESS C/O REAL ESTATE FINANCE Cont On Adden. NEW YORK NY 10017 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule "A" Attached Hereto.

17-04-223-017-0000

5. ALTERNATIVE DESIGNATION (if applicable) [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG. LIEN [ ] NON-UCC FILING

6. [X] 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 (optional) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

11058162

Brewer, William

972/596

Handwritten initials and marks on the right margin.

**UNOFFICIAL COPY****FINANCING STATEMENT ADDENDUM**

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

9a. ORGANIZATION'S NAME <b>1244 DEARBORN, LLC</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS****11058162-IL-31****17595 CASSIN CASSIN**

Brewer, William

972/596

File with: CC IL Cook+, IL

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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**

OR				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 INSTRUCTION	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 one name (12a or 12b)**

OR				12a. ORGANIZATION'S NAME <b>CIBC INC.</b>				
OR				12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS <b>GROUP 300 MADISON</b> Cont On Adden.				CITY <b>NEW YORK</b>		STATE <b>NY</b>	POSTAL CODE <b>10017</b>	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral or is filed as a  fixture filing.

16. Additional collateral description:

**14. Description of real estate:**

Description: Hotel Indigo Downtown 1244 North Dearborn  
Chicago, Illinois 60610 County: Cook. Parcel ID:  
17-04-223-017-0000

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 Estate18. 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****FINANCING STATEMENT ADDENDUM**

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OR				11a. ORGANIZATION'S NAME		MIDDLE NAME		SUFFIX	
OR				11b. INDIVIDUAL'S LAST NAME		FIRST NAME		CITY	
11c. MAILING ADDRESS				STATE		POSTAL CODE		COUNTRY	
11d. SEE INSTRUCTION		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 one name (12a or 12b)**

OR				12a. ORGANIZATION'S NAME <b>CIBC INC.</b>		MIDDLE NAME		SUFFIX	
OR				12b. INDIVIDUAL'S LAST NAME		FIRST NAME		CITY	
12c. MAILING ADDRESS <b>AVENUE, 8TH FLOOR</b>				STATE <b>NY</b>		POSTAL CODE <b>10017</b>		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:

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 Estate18. Check only if applicable and check only one box.

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## SCHEDULE "A"

### UCC FINANCING STATEMENT

All of Debtor's right, title and interest in and to the following:

A. That certain real property more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (the "Real Estate"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Borrower and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Borrower as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (hereinafter collectively called the "Equipment"); and (ii) the right, title and interest of Borrower in and to any of the Equipment 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 this Mortgage; and (iii) all goods, and every other article of personal property, tangible and intangible, now or hereafter used in connection with the Real Estate or Improvements, or placed on any part thereof and whether or not attached thereto, appertaining or adapted to the use, management, operation or improvement of the Real Estate or Improvements, insofar as the same and any reversionary right thereto may now or hereafter be owned or acquired by Borrower, including, but without limitation: All ice and vending machines, garage, cooking and other kitchen appliances, television sets, china and glassware, cutlery, napery, linens, food and beverage supplies, beds and bedding, screens, desks, cabinets, furniture and carpets, tables, chairs, lecterns, stands, platforms, dressers, chests of drawers, nightstands, lamps, paintings, wall hangings, sculpture and other art and decorations; all partitions; screens; awnings; shades; blinds; floor coverings; hall and lobby equipment; vacuum cleaning systems; call systems; fire extinguishing apparatus and materials; all equipment, manual, mechanical and motorized, for the construction, maintenance, repair and cleaning of, and removal of snow from, parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets; all equipment, manual, mechanical and motorized, for the transportation of customers or employees to and from the facilities on the Real Estate; all telephone, computer and other electronic equipment and appurtenances thereto, including software; and any proceeds therefrom, any replacements thereof or additions or accessions thereto; but excluding any equipment or article of personal property which is owned by a tenant and not required for the operation or maintenance of the Real Estate or Improvements, provided said equipment or article of personal property is not permanently affixed to the Real Estate or Improvements and may be removed without material damage thereto and is not a replacement of any item which shall have been subject to the lien hereof (the foregoing hereinafter collectively called the "Personalty"); and (iv) the right, title and interest of Borrower in and to any of the Personalty which may be subject to any security interests, as defined in the Uniform Commercial Code, superior in lien to the lien of this Mortgage;

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D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate and/or Improvements 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;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to the Mortgage (as hereinafter defined) or any other of the Loan Documents (as defined in the Mortgage), including, without limitation, the Letter of Credit (as that term is defined in Section 5.30 herein), all funds now or hereafter on deposit in the Impound Account (as defined in the Mortgage) and in the reserves required pursuant to the Mortgage (collectively, the "Reserves");

H. All leases (including, without limitation, oil, gas and mineral leases), subleases, license agreements, concession agreements, lease termination agreements, and other occupancy agreements of any nature, whether oral or written or implied by course of conduct, including, without limitation, relating to guest rooms, conference rooms or other facilities, now or hereafter affecting all or any part of the Real Estate or the Improvements, and any and all guarantees, extensions, renewals, replacements and modifications thereof (each, a "Lease" and collectively, the "Leases") and all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature, including, without limitation, those in the form of accounts, accounts receivable, credit card receivables, charge card receivables, debit card receivables, room deposits and other forms of payment, of and from the Real Estate or the Improvements (collectively, the "Rents and Profits"), now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.9 hereinbelow;

I. All contracts and agreements now or hereafter entered into covering any part of the Real Estate or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements (including, without limitation, that certain Management Agreement between Borrower and Intercontinental Hotels Group Resources, Inc., a Delaware corporation ("IHG") dated as of March, 2005 (the "Management Agreement")), franchise agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements and any and all warranties and guaranties relating to the Real Estate or the Improvements or any fixtures, equipment or personal property owned by Debtor and located on and/or used in connection with the Property (as defined in the Mortgage);



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J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "General Intangibles");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

N. All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any Taxes or Other Charges (as each term is defined in the Mortgage) with respect to any period in which the Mortgage encumbers the Property; and

P. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

This UCC Financing Statement is filed in connection with a certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") in the principal sum of \$27,000,000.00 given by Debtor to Secured Party covering the fee estate of Debtor in the Real Estate and Improvements and intended to be duly recorded in Cook County, State of Illinois.

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## EXHIBIT A

### LEGAL DESCRIPTION

The North  $\frac{1}{2}$  of Lot 27 in Bronson's Addition to Chicago in the Northeast  $\frac{1}{4}$  of section 4, Township 39 North, Range 14 East of Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office