



Doc#: 0716641216 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/15/2007 03:10 PM Pg: 1 of 8

4 of 20
11005638

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Stephen Gliatta, Esq.

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
NATIONAL PLAZA I PROPERTY LLC

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

1c. MAILING ADDRESS **c/o Marc Realty** CITY STATE POSTAL CODE COUNTRY
55 East Jackson Boulevard **Chicago** **IL** **60604** **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC **DE** **4336405** 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 ASSIGNORS/SP) - 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 CITY STATE POSTAL CODE COUNTRY
600 Steamboat Road **Greenwich** **CT** **06830** **USA**

4. This FINANCING STATEMENT covers the following collateral:

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in 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 FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Cook County - IL 27764/557

LT P 6/17

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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

OR **NATIONAL PLAZA I PROPERTY LLC**

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. 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/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 Exhibit A.

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

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SCHEDULE A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

NAMING:

NATIONAL PLAZA I PROPERTY LLC, a Delaware limited liability company, as Debtor
and

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a Delaware corporation, as
Secured Party

Part I

This Financing Statement covers the following types (or items) of property:

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests, estates, land described in Exhibit A (the "*Premises*"), the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "*Improvements*"; the Premises, the Improvements and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "*Mortgaged Property*"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "*Equipment*"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that

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may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "UCC"), superior in lien to the lien of the Mortgage;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "*Rents*"), together with 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 unpaid principal and interest on the Note (as hereafter defined) including any spread maintenance premium prepayment and all other sums due to Secured Party in respect of the loan evidenced by the Note and as more particularly set forth in the Loan Agreement (as hereafter defined);

(e) all proceeds of and any unearned premiums on any insurance policies (including without limitation, proceeds from business interruption or other loss of income insurance) covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(g) all of Debtor's accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any

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architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Part II - Definitions

"*Bankruptcy Proceedings*" means the filing of a petition by Debtor under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property.

"*Loan Agreement*" the Loan Agreement dated as of June 8, 2007 as amended, modified, restated, consolidated or supplemented from time to time.

"*Loan Document(s)*" the Note (as defined below), the Mortgage (as defined below), the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented.

"*Mortgage*" the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 8, 2007 by Debtor for the benefit of Secured Party.

"*Note*" the Promissory Note dated as of June 8, 2007 and made by Debtor to Secured Party in the maximum aggregate original principal amount of \$40,050,000

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EXHIBIT A

Legal Description

(SEE ATTACHED)

Property of Cook County Clerk's Office



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LEGAL DESCRIPTION:**Parcel 1:**

Lot 1 in Anderson's Woodfield Park, being a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

The North 6.00 feet of lots 1 and 5, together with the South 8.00 feet of Lot 4 in Anderson's Woodfield Park, being a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1, for ingress and egress, as set forth in the Declaration of Rights and Easements dated November 6, 1974 and recorded November 14, 1974 as Document Number 22908182, over and across the following described property:

The North 24 feet of Lot 2, the South 8 feet of Lot 4, the North 6 feet and the South 14 feet of Lot 5, all in Anderson's Woodfield Park, aforesaid.

The North 6.00 feet of lots 1 and 5, together with the South 8.00 feet of Lot 4 in Anderson's Woodfield Park, being a subdivision of part of the Northwest 1/4 of Section 13, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Easements appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Rights and Easements aforesaid to park motor vehicles upon 64
(Continued)

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contiguous parking spaces located on that part of Lot 7 in Anderson's Woodfield Park, aforesaid, within 200 feet of the South line of said Lot 1, and an easement to pass over and across drives and roadways existing on said Lot 7, for ingress and egress to and from said parking area, in Cook County, Illinois.

Parcel 4:

Easement appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration of Right and Easements, aforesaid, to park motor vehicles upon parking areas existing from time to time upon Lot 2 in Anderson's Woodfield Park, aforesaid and for right to pass over and across drives and roadways existing from time to time on said Lot 2, for ingress and egress to said parking areas.

Permanent Index Number:

07-13-103-001

Common Street Address:

1111 Plaza Drive, Schaumburg, Illinois