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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0803033038 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2008 09:13 AM Pg: 1 of 5

Call
8195247
8392947

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*Belzin, Sunberg
700 S. Biscayne Blvd Suite 2500
Miami, Florida 33131-5340
Closing sept*

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
JW CHICAGO PROPERTIES LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
20 Citrus Court Hillsborough California 94010 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL I.D.#, if any
limited liability company Illinois 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
 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
LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
135 South LaSalle Street, Suite 1625 Chicago Illinois 60613 USA

4. This FINANCING STATEMENT covers the following collateral:

All of the collateral described in the attached Schedule 1 to UCC-1 Financing Statement, located at the real property described in the attached Exhibit A, including, without limitation, any Collateral hereunder that has been, is being or will be conveyed to Debtor by Vland Cal City LLC, an Illinois limited liability company ("Former Borrower"), or otherwise inures from the benefit of Former Borrower by or to Debtor, is and at all times hereafter shall continue to be subject to the security interests evidenced by that certain financing statement with Former Borrower, as Debtor, recorded as Document No. 0407635246 with the Cook County Recorder of Deeds, Illinois.

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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Cook County Recorder of Deeds, Illinois/ CGCMT 2004-C1; Loan No. 304100004/ AAE

UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

5/18

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

JW CHICAGO PROPERTIES LLC

OR

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 debtor 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 I.D.#, 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 attached hereto and incorporated herein by reference

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 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

UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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SCHEDULE I TO UCC FINANCING STATEMENT
COOK COUNTY RECORDER OF DEEDS, ILLINOIS

Debtor: JW CHICAGO PROPERTIES LLC, an Illinois limited liability company

Secured Party: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

This UCC-1 Financing Statement is filed in connection with a certain Mortgage, Assignment of Rents and Security Agreement (the "**Mortgage**") dated as of March 11, 2004, executed by Vland Cal City LLC, an Illinois limited liability company ("**Original Borrower**") in favor of Citigroup Global Markets Realty Corp., a New York corporation ("**Original Lender**"), encumbering the Property described below and in the Mortgage, recorded as Document No. 0407635244 in the Cook County Recorder of Deeds, Illinois (the "**Records**"), the obligations of Original Borrower thereunder being assumed by Debtor pursuant to the terms of that certain Note and Mortgage Assumption Agreement among Original Borrower, Debtor, and Secured Party recorded in the Records prior to the recording/filing of the Financing Statement to be recorded in the Records.

(a) All of Debtor's right, title and interest in and to the property described on Exhibit "A" attached hereto, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers and dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, and tax refunds, trade names, licenses, permits, insurance proceeds, unearned insurance premiums and choses in action; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "**Property**";

(b) All of Debtor's right, title and interest in, to and under any and all leases now or hereinafter in existence (as amended or supplemented from time to time) and covering space in or applicable to the Property (hereinafter referred to collectively as the "**Leases**" and singularly as a "**Lease**"), together with all rents, earnings, income, profits, benefits and advantages arising from the Property and from said Leases and all other sums due or to become due under and pursuant thereto, and together with any and all guarantees, letter of credit rights, and other supporting obligations of or under any of said Leases, and together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted

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under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Debtor is or may become entitled to do under any such Lease together with all accounts, general intangibles, payment intangibles, contract rights, franchises, interests, estates or other claims, both at law and in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases;

(c) All of Debtor's right, title and interest in, to and under any and all investment property and other financial assets and any and all reserve, deposit or escrow accounts (the "**Accounts**") made, created, granted, pledged or conveyed pursuant to any loan document made between Debtor and Secured Party with respect to the Property, together with all income, profits, benefits and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts or such investment property or other financial assets, and together with the right to do any and all other things whatsoever which the Debtor is or may become entitled to do under the Accounts or with respect to such investment property or other financial assets;

(d) All agreements, contracts, certificates, guaranties, supporting obligations, warranties, instruments, franchises, permits, licenses, plans, specifications and other records and documents, now or hereafter entered into, and all rights therein and thereto, pertaining to the use, occupancy, construction, management or operation of the Property and any part thereof and any improvements or respecting any business or activity conducted on the Property and any part thereof and all right, title and interest of Debtor therein, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof;

(e) 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; and

(f) Any and all proceeds resulting or arising from the foregoing (collectively, the "**Collateral**").

UNOFFICIAL COPY**EXHIBIT A TO UCC FINANCING STATEMENT
COOK COUNTY RECORDER OF DEEDS, ILLINOIS**

Debtor: JW CHICAGO PROPERTIES LLC, an Illinois limited liability company

Secured Party: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, 30.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST 1/4; THENCE EAST AT RIGHT ANGLES, 130.00 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A LINE, 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES, 200.00 FEET TO A POINT; THENCE WESTERLY AT RIGHT ANGLES, 200.00 FEET TO A POINT 50.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION; THENCE NORTHERLY ON A LINE, 50.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SECTION, A DISTANCE OF 175.00 FEET TO A POINT, 55.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PART OF THE SAID NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE, 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET (MARKED ROUTE 6) AND THE EAST LINE OF TORRENCE AVENUE, DISTANT 55.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4, AND DISTANT 50.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET (MARKED ROUTE 6), A DISTANCE OF 63.39 FEET TO A POINT DISTANT 30.00 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID 159TH STREET (MARKED ROUTE 6), A DISTANCE OF 120.00 FEET TO A POINT ON THE EAST PROPERTY LINE OF THE PREMISES HEREIN DESCRIBED; THENCE SOUTH ALONG SAID PROPERTY LINE, A DISTANCE OF 15.5 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL TO AND 45.5 FEET SOUTH OF SAID NORTH LINE OF THE NORTHWEST 1/4, A DISTANCE OF 129.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 45 DEGREES, 11 MINUTES, 45 SECONDS, A DISTANCE OF 38.44 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG A LINE, A DISTANCE OF 19.66 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE; THENCE NORTH ALONG SAID EAST LINE OF TORRENCE AVENUE, A DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING; ALSO

EXCEPTING THEREFROM THAT PART FALLING IN THAT PART TAKEN IN CASE 80L9462, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, BEING THAT PART OF THE ABOVE DESCRIBED LAND, LYING SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET PER CONDEMNATION CASE 66L10161, CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND LYING NORTH OF A LINE RUNNING 60.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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