

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0807103003 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/11/2008 10:10 AM Pg: 1 of 7

**A. NAME & PHONE OF CONTACT AT FILER** (optional)

**B. SEND ACKNOWLEDGMENT TO:** (Name and Address)

Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, CA 90071  
ATTENTION: MARK OSHER

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  
**CRP-2 North River, LLC**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**Two International Place, Suite 2500-NR Boston MA 02110 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**LLC Delaware 4448482**  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 SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**SP/SD Portfolio Funding Company, Inc.**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**c/o JPMorgan Chase Bank, N.A., 245 Park Avenue New York NY 10167 USA**

### 4. This FINANCING STATEMENT covers the following collateral:

See Schedule A (description of collateral) and Exhibit A (legal description of property) attached hereto and incorporated by reference.

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) All Debtors Debtor 1 Debtor 2

### 8. OPTIONAL FILER REFERENCE DATA

Cook County, IL (46215-00045)

2/10/08  
WLS/DI

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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 CRP-2 North River, LLC		
OR	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
			<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 Schedule A (description of collateral) and Exhibit A (legal description of property) attached hereto and incorporated by reference.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (# 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 UCC-1 Financing Statement

DEBTOR: CRP-2 NORTH RIVER, LLC, a Delaware limited liability company ("Debtor")

SECURED PARTY: SP/SD PORTFOLIO FUNDING COMPANY, INC., a Delaware corporation ("Secured Party")

All capitalized terms not otherwise defined herein, shall have the meanings specified in that certain Mortgage, Security Agreement and Fixture Filing and Assignment of Leases and Rents ("Security Instrument") dated as of March 7, 2008, executed by Debtor, as grantor for the benefit of Secured Party, as beneficiary.

### COLLATERAL DESCRIPTION:

Debtor has granted to Secured Party a security interest in all of the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "Property"):

(A) All that certain real property owned in fee simple absolute situated in Cook County, State of Illinois and more particularly described in **Exhibit A** attached hereto and incorporated by this reference, as the description of the same may be amended, modified or supplemented from time to time, together with all of the easements (in gross and/or appurtenant), rights, privileges, franchises, tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining thereto and all of the estate, right, title, interest, claim and demand whatsoever of Debtor in or to such property, either at law or in equity, in possession or in expectancy, now owned or hereafter acquired (collectively, the "Real Estate");

(B) All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate, including, without limitation, all gas and electric fixtures, radiators, heaters, air conditioners, washing machines, dryers, refrigerators, ovens, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, antennas, carpeting and other floor coverings, water heaters, awnings and storm shades, and cleaning apparatus which are or shall be attached to, used solely in connection with or permanently affixed to the Real Estate or said buildings, structures or improvements and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Improvements");

(C) To the extent the same are not Improvements, all fixtures, appliances, machinery, furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired or leased by Debtor (and to the extent not owned by lessees at the Property), including, without limitation, all beds, linens, radios, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and all building materials and equipment hereafter situated on or about the Real Estate to be attached to, used solely in connection with or

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permanently affixed to the Improvements, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, washing machines, dryers, stoves, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts and compressors, materials and supplies, and all other goods, equipment, machinery, apparatus, equipment, chattels, tangible personal property, fixtures and fittings now owned or hereafter acquired by Debtor wherever located, together with all additions, replacements, substitutions, parts, fittings, accessions, attachments, accessories, modifications and alterations of any of the foregoing, or the activities conducted therein, and all warranties and guaranties relating to the foregoing;

(D) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, air rights, development rights and powers, and, to the extent now or hereafter owned by the Debtor, all minerals, flowers, shrubs, crops, trees, timber and other emblems or landscaping features now or hereafter serving the Real Estate or located on the Real Estate or under, above or adjacent to the same or any part or parcel thereof, and all ground leases, subleases, estates, rights, titles, liberties, privileges, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the 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;

(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 funds (including, all reserve funds), accounts (including, operating accounts), deposits, and other rights and evidence of rights to cash, now or hereafter created or held by Secured Party pursuant to this Security Instrument or any other of the Loan Documents (as hereinafter defined) including, without limitation, all funds now or hereafter on deposit with the Depository (as hereinafter defined) pursuant to Section 2.8 of this Security Instrument;

(G) All the leases, subleases, lettings, licenses, concessions, occupancy and surrender agreements of the Real Estate or the Improvements now or hereafter entered into (collectively, the "Leases"), and all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), maintenance payments, assessments, receipts, issues, income, royalties, profits, earnings, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Debtor in any court proceeding involving any lessee, sublessee or licensee or concessionaire under any Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time arising from the use or enjoyment of all or any portion of the Real Estate or the Improvements or from any Lease, or any license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter

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defined), including, without limitation, (i) rights to payment earned under Leases for space in the Improvements for the operation of ongoing businesses, if any, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Property, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from vending machines, telephone and television systems, laundry facilities, and the provision or sale of other goods and services, including those now existing or hereafter created, substitutions therefor, and products and proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) (collectively, the "**Rents and Profits**") and all cash or securities deposited to secure performance by the lessees, sublessees or licensees, as applicable, 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;

(H) All contracts and agreements now or hereafter entered into relating to any part of the Real Estate or the Improvements or any other portion of the Property (collectively, the "**Contracts**") and all revenue, income and other benefits thereof, including, without limitation, management agreements, operating agreements, parking agreements, masterplan documents, condominium documents, declarations, reciprocal easement agreements, development agreements, service contracts, maintenance contracts, equipment leases, personal property leases, agreements relating to collection of receivables or the use of customer or lessee lists or other information, and any contracts or documents relating to construction on any part of the Real Estate or the Improvements or other portions of the Property (including, without limitation, 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;

(I) 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;

(J) All present and future funds, goods, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, copyrights, trademarks, trade names, intellectual property rights, 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, and all customer or lessee lists, other lists and business information relating in any way to the Real Estate, the Improvements, other portions of the Property or the use thereof (collectively, the "**General Intangibles**");

(K) 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,

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personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

(L) All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements, or to be attached to or used in connection with the Improvements, and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

(M) All right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to and to the extent of the Property, including, without limitation, any unearned premiums thereon, proceeds of hazard, title and other insurance and proceeds (including, without limitation, those proceeds received pursuant to any sales or rental agreements of Debtor in respect of the property described in these Granting Clauses), and all judgments, damages, awards, settlements and compensation (including, without limitation, interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Real Estate and/or any other property or rights conveyed or encumbered hereby for any injury to or decrease in the value thereof for any reason;

(N) 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 or other awards, any awards for any change of grade of streets and all refunds, rights or credits arising from a reduction in real estate taxes, assessments and/or other Impositions (as hereinafter defined) charged against the Real Estate or the Improvements as a result of tax certiorari or any other applications or proceedings for reduction of any Impositions;

(O) 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; and

(P) All extensions, additions, improvements, betterments, renewals and replacements, substitutions, products or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the property described hereinabove.

AND, as additional security, Debtor, as debtor, hereby grants to Secured Party, as secured party, a continuing first priority lien on, and security interest in, all of the foregoing Property and in any property as to which a security interest can be created or perfected, now existing or hereafter coming into existence, and all substitutions, replacements, renewals and additions to and all products and proceeds of the foregoing (collectively, the "**Security Interest Property**"). This Security Instrument shall be effective as a security agreement pursuant to the Uniform Commercial Code in effect in the State of Illinois (the "**UCC**").

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**EXHIBIT A**  
to UCC-1 Financing Statement

**LEGAL DESCRIPTION**

That certain real property located in the Village of Schiller Park, County of Cook, State of Illinois and more fully described as follows:

THE SOUTH 20.00 FEET OF LOT 1, ALL OF LOT 2, THE SOUTH 20.00 FEET OF LOT 4 AND ALL OF LOT 5 IN KLEFSTAD'S INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SOUTH SECTION OF ALEXANDER ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3838 N. Fiver Road, Schiller Park, Illinois 60176.

Tax Parcel Identification No.: 12-22100-1 18-0800 and 12-22-100-1 196000.

Office of Cook County Clerk's Office