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Doc#: 0811605225 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/25/2008 03:43 PM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gary A. Goodman, Esq.  
Sonnenschein Nath & Rosenthal LLP  
1221 Avenue of the Americas  
New York, New York 10020

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  
550 West Washington Property LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS  
c/o Beacon Capital Partners, LLC, 200 State Street, Fifth Floor  
Boston MA 02109

CITY	STATE	POSTAL CODE	COUNTRY
Boston	MA	02109	

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 4221146	<input type="checkbox"/> NONE
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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	<input type="checkbox"/> NONE
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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  
LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS  
420 Fifth Avenue  
New York NY 10018-2729

CITY	STATE	POSTAL CODE	COUNTRY
New York	NY	10018-2729	

4. This FINANCING STATEMENT covers the following collateral:

This financing statement is a fixture filing and covers the collateral set forth in Schedule A attached hereto and made part hereof, which collateral are now or may hereafter be attached as fixtures on the real estate described on Exhibit A attached hereto and made part hereof

17-09-332-019 020

5. ALTERNATIVE DESIGNATION [if applicable]	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS - Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)		All Debtors		Debtor 1	Debtor 2

Cook County UCC Fixture Filing 20060370.0329

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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		
550 West Washington Property 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. <u>SEE INSTRUCTIONS</u>	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:

COMMON ADDRESS:  
550 WEST WASHINGTON BOULEVARD  
CHICAGO, ILLINOIS 60661

THE REAL ESTATE IS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF.

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

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## SCHEDULE A

### To UCC Financing Statement Fixture Filing - Cook County

**Debtor: 550 West Washington Property LLC, a Delaware limited liability company**

**Secured Party: Landesbank Hessen-Thüringen Girozentrale, individually and as Agent**

As used in this Schedule A, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Loan Agreement executed by and between Debtor and Secured Party as of April , 2008 ( the "Loan Agreement"), and by that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of April, 2008 by Debtor to Secured Party, being submitted for recording in Cook County, Illinois contemporaneously herewith (the "Mortgage," as defined in the Loan Agreement). If not otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Mortgage.

## COLLATERAL DESCRIPTION

All of Debtor's right, title and interest in, to and under each of the following: (1) the real property commonly known as 550 West Washington Boulevard, Chicago, Illinois, as more particularly described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land" or "Premises"), including the air rights associated with the Land (if any), (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"), (3) all fixtures (as defined in the UCC) hereinafter described including, without limitation, all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor which are now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and Debtor's right, title and interest in and to water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (4) all equipment (as defined in the UCC) not owned by, paid for or leased from third parties and now or at any time hereafter placed upon or used in any way in connection with the occupancy or operation of the Improvements or the Land (the "Equipment") (5) all right, title and interest of Debtor in and to all goods, accounts, general intangibles (including payment intangibles), deposit accounts, instruments, investment property, commercial tort claims, letter of credit rights, letters of credit, money, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor which are now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used by Debtor in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any Governmental Authorities,

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boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "**Personalty**"), (6) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Debtor or Creditor for the benefit of Debtor with respect to the Mortgaged Property, (7) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"), (8) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**"), (9) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**"), (10) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**"), (11) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (12) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (13) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, (14) all mineral, water, oil and gas rights now or hereafter acquired by Debtor and relating to all or any part of the Mortgaged Property, (15) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures or Personalty, (16) all software embedded within or used in connection with any of the property described above, and (17) all of Debtor's contractual rights in any escrow agreements in connection with security deposits (if any).

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## EXHIBIT A

[To be Attached]



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## EXHIBIT A

PARCEL 1:

THE NORTH 40.00 FEET OF THE SOUTH 50.00 FEET OF LOT 2 IN THE SUBDIVISION OF LOTS 1, 4, 5 AND 8 (EXCEPT THE SOUTH 50.00 FEET OF LOT 8) IN BLOCK 46 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUBLOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOT 9 IN BLOCK 46 IN CANAL TRUSTEES' SUBDIVISION IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 50.00 FEET OF LOT 8 IN BLOCK 46 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 10.00 FEET OF SUB-LOT 2 IN THE SUBDIVISION OF LOTS 1, 4, 5 AND 8 (EXCEPT THE SOUTH 50.00 FEET OF LOT 8) IN BLOCK 46 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 1 IN THE SUBDIVISION OF LOT 9 IN BLOCK 46 OF CANAL TRUSTEES' SUBDIVISION IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.