

# UNOFFICIAL COPY



0824040225

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0824040225 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/27/2008 04:38 PM Pg: 1 of 14

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)  
**JOHN C. PHELAN**  
**DLA PIPER US LLP**  
**1251 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 <b>METRAMARKET OF CHICAGO, L.L.C.</b>		FIRST NAME		MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME		CITY <b>CHICAGO</b>		STATE <b>IL</b>	POSTAL CODE <b>60602</b>
1c. MAILING ADDRESS <b>C/O U.S. EQUITIES, INC., 20 NORTH MICHIGAN AVENUE</b>		CITY <b>CHICAGO</b>		STATE <b>IL</b>	POSTAL CODE <b>60602</b>
1d. SEE INSTRUCTIONS <b>00550698</b>		1e. TYPE OF ORGANIZATION <b>LIMITED LIABILITY COMPANY</b>		1f. JURISDICTION OF ORGANIZATION <b>ILLINOIS</b>	
				<input type="checkbox"/> 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		FIRST NAME		MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	
ADD'L. INFO RE ORGANIZATION DEBTOR				2g. ORGANIZATIONAL ID#, if any	
				<input type="checkbox"/> 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 <b>EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT</b>		FIRST NAME		MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME		CITY <b>NEW YORK</b>		STATE <b>NY</b>	POSTAL CODE <b>10036</b>
3c. MAILING ADDRESS <b>1114 AVENUE OF THE AMERICAS, 29<sup>th</sup> FLOOR</b>		CITY <b>NEW YORK</b>		STATE <b>NY</b>	POSTAL CODE <b>10036</b>
				STATE <b>NY</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTERESTS IN AND TO ALL ASSETS OF THE DEBTOR NOW OWNED OR HEREAFTER ACQUIRED, AND ALL PRODUCTS AND PROCEEDS THEREOF INCLUDING, WITHOUT LIMITATION, THOSE LISTED ON THE ATTACHED EXHIBIT A, EXHIBIT B AND SCHEDULE A AS MADE A PART HEREOF.

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 [if applicable]	7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY, ILLINOIS, FIXTURE FILING

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME <b>METRAMARKET OF CHICAGO, L.L.C.</b>		
	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 debtor name (11a or 11b) – do not abbreviate or combine names:**

OR	11a. ORGANIZATION'S NAME				
	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 ID#, if any <input type="checkbox"/> NONE	

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME – insert only one name (12 or 12b)**

OR	12a. ORGANIZATION'S NAME				
	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 MADE A PART HEREOF.

15. Name and address of 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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## EXHIBIT A

to

### UCC-1 FINANCING STATEMENT

The collateral covered by the UCC-1 Financing Statement to which this Exhibit A is attached is all of Debtor's estate, right, title and interest in, to all and under of the following property (the "Mortgaged Property") whether now owned, held or existing or hereafter acquired subject only to the Permitted Encumbrances (as defined below):

- (a) the leasehold estate in the Land;
- (b) the Amended and Restated Ground Lease, dated May \_\_, 2008, by and between Commuter Rail Division of the Regional Transportation Authority, as landlord ("Ground Lessor") and Debtor, as tenant, as the same may be modified or amended from time to time (the "Ground Lease");
- (c) the River West Redevelopment Project Area, MetraMarket of Chicago, LLC Redevelopment Agreement, dated May \_\_, 2008, by and between The City of Chicago (acting through its Department of Planning and Development (the "DPD")) and Debtor (the "RDA") and the City Notes (subject to Debtor's right to transfer City Note A pursuant to Section 9.34 of the Loan Agreement);
- (d) any and all buildings, constructions and improvements now or hereafter erected or located in or on the Land or any portion thereof, including all Equipment (defined below) and other articles now or hereafter attached or affixed thereto or located thereon and owned or ground leased by Debtor, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof except for the (i) Track Level Platform (as defined in the Ground Lease), (ii) Suburban Concourse (as defined in the Ground Lease), (iii) Excepted Areas (as defined in the Ground Lease) and (iv) Parking Area (as defined in the Ground Lease) (collectively, the "Improvements"), all of which shall be deemed and construed to be part of the realty;
- (e) all of the estate, rights, title, interest, claims or demands of any nature whatsoever of Debtor, whether in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (f) all easements, streets, rights-of-way, strips and gores of land, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, 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 Mortgaged Property (including any and all development rights, air rights, signage rights, rights under trackage agreements, mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Mortgaged Property or now or hereafter transferred to the Mortgaged Property) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Mortgaged

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Property to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy property, possessions, claims and demands whatsoever, both at law and in equity, of Debtor of, in and to the Mortgaged Property, and every part and parcel thereof, with the appurtenances thereto;

(g) all machinery, apparatus, equipment, fittings, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned or leased by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenant thereto, or useable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, including all such items that do not constitute personal property under the laws of the State of Illinois (herein collectively referred to as the "Equipment"), and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any security agreements (as defined in the Uniform Commercial Code of the State of Illinois (the "Uniform Commercial Code")), superior or inferior or pari passu in lien to the lien of the Mortgage;

(h) all awards or payments, including interest thereon, and the right to receive the same, which may heretofore or hereafter be made with respect to the whole or part of the Mortgaged Property, whether from the exercise of the right of eminent domain (including any proceeding or transfer in lieu of or in anticipation of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including any award resulting from a change of any streets (whether as to grade, access or otherwise) and any award for severance damages;

(i) all tax refunds, including interest thereon, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Mortgaged Property;

(j) all leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property (a "Tenant") and all extensions, amendments and modifications thereto heretofore or hereafter entered into (collectively, the "Leases"), and all right, title and interest of Debtor thereunder, including all guaranties thereof;

(k) all rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Mortgaged Property or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of

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creditors, in respect of any Tenant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto (collectively, the "Rents");

(l) all proceeds of and any unearned premiums on any insurance policies that may now or hereafter cover the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property;

(m) all right, title and interest of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, development, construction upon, occupancy, leasing, sale or operation of the Mortgaged Property;

(n) all development work product prepared in connection with the Mortgaged Property, including, without limitation, all surveys, engineering, drainage, traffic and soil tests; all water, sewer, gas, electrical and telephone approvals and taps; all drawings, plans and specifications; and all subdivision, zoning and platting materials;

(o) subject to all applicable contracts or agreements (including, without limitation, contracts with architects or engineers, construction contracts and contracts for the management, maintenance, leasing or sale of the Mortgaged Property, the Improvements or portions thereof), all contract rights and intangibles used or useful in connection with the ownership, use, operation or occupancy of the Mortgaged Property;

(p) all licenses (including, but not limited to, any operating licenses or similar licenses), permits, governmental approvals, authorities, certificates of occupancy or other certificates required or used in connection with the ownership, operation or maintenance of the Improvements and the Mortgaged Property; all governmental permits relating to construction, all names under or by which the Improvements and the Mortgaged Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and similar documents issued by any federal, state or local authority in the name of Debtor;

(q) all (a) third-party financing commitments (debt or equity) issued to Debtor in respect of the Mortgaged Property and all amounts payable to Debtor thereunder; and (b) all bank accounts, and monies therein, of Debtor relating to the Improvements and the Mortgaged Property, including, without limitation, any accounts relating to real estate taxes;

(r) all the fixtures and, to the extent the same constitutes an interest in real property, all of the property described in Exhibit B attached hereto, now owned or hereafter acquired by Debtor, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Fixtures"); and, if the lien and security interest of the Mortgage is subject to any security interest in such property, all right, title and interest of Debtor now owned or hereafter arising in and to any and all such property is hereby assigned to



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Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by or on behalf of Debtor;

(s) all right, title and interest now owned or hereafter acquired by Debtor in and to all options to purchase or ground lease the Mortgaged Property or any portion thereof or interest therein, and in and to any greater estate in the Mortgaged Property or any other Mortgaged Property;

(t) 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 Mortgagee and the Lenders in the Mortgaged Property;

(u) all right, title and interest of Debtor in and to any Termination Fee (as defined in the Ground Lease) due to Debtor under the Ground Lease and any security interest granted to Tenant by Ground Lessor in connection therewith;

(v) all right, title and interest of Debtor in and to any capital replacement reserve, if required by the Ground Lease, for the repair, replacement or restoration of items which could be characterized as capital expenditures for purposes of the Internal Revenue Code ("Capital Replacement Reserve"); and

(w) all proceeds, products, substitutions, and accessions of the foregoing of every type.

As used herein, "Permitted Encumbrances" means the outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of the Mortgage, together with the liens and security interests in favor of Mortgagee created by the Loan Documents.

As used herein, the following terms have the following meanings:

"Assignment of Rents and Leases" -- Means the Assignment of Rents and Leases, executed by Debtor for the benefit of the Administrative Agent (on behalf of the Lenders), and pertaining to leases of space in the Project, as the same may be modified or amended from time to time.

"Cash Management Agreement" -- Means that certain Cash Management and Security Agreement to be executed, dated and delivered by Debtor, the Administrative Agent (on behalf of the Lenders) and the Depository Bank on the Closing Date, as the same may be modified, amended and/or supplemented and in effect from time to time.

"City Note A" -- Means the tax-exempt City of Chicago Tax Increment Allocation Revenue Note (MetraMarket of Chicago, LLC Redevelopment Project), to be issued by the City of Chicago, an Illinois municipal corporation, pursuant to the RDA and in the form of Exhibit M-1 to the RDA in the maximum principal amount of \$8,000,000 in favor of Debtor.

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"City Note B" -- Means the taxable City of Chicago Tax Increment Allocation Revenue Note (MetraMarket of Chicago, LLC Redevelopment Project), to be issued by the City of Chicago, an Illinois municipal corporation, pursuant to the RDA and in the form of Exhibit M-2 to the RDA in the maximum principal amount of \$4,000,000.

"City Notes" -- Means, collectively, City Note A and City Note B.

"Closing Date" -- Means the date of the Loan Agreement.

"Consent and Agreement" -- Means the consent and agreement executed by the parties thereto in accordance with the General Assignment and substantially in the same form as attached thereto.

"Controlled Account Agreement" -- Means a Controlled Account Agreement entered into pursuant to the terms of Section 14 of the Loan Agreement and in form and substance acceptable to Administrative Agent and Debtor, each in their reasonable discretion.

"Depository Bank" -- Means at any time any depository bank which is party to a Controlled Account Agreement.

"Environmental Indemnity" -- Means that certain Environmental Indemnity Agreement by Debtor and Guarantors in favor of the Administrative Agent and each of the Lenders, to be executed, dated and delivered to the Administrative Agent (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented and in effect from time to time.

"Extension Period" has the meaning assigned to such term in Error! Reference source not found. of the Loan Agreement.

"Fee Letter" -- Means the letter agreement, dated the date hereof, between Debtor and the Administrative Agent with respect to certain fees payable by Debtor in connection with the Loans, as the same may be modified or amended from time to time.

"General Assignment" -- Means the Assignment of Contracts, Government Approvals and Other Project Documents, executed by Debtor in favor of the Administrative Agent (on behalf of the Lenders), as the same may be modified, supplemented and/or amended from time to time.

"Government Approval" -- Means any action, authorization, consent, approval, license, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority, including all licenses, permits, allocations, authorizations, approvals and certificates obtained by or in the name of, or assigned to, Debtor and used in connection with the ownership, construction, operation, use or occupancy of the Project, including building permits, zoning and planning approvals, business licenses, licenses to conduct business, certificates of occupancy and all such other permits, licenses and rights.





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Hedge Agreement, as the same may be modified, amended and/or supplemented and in effect from time to time.

**“Loans”** -- Means the loans to be made by the Lenders to Debtor under this Agreement and all other amounts evidenced or secured by the Loan Documents.

**“Loan Agreement”** -- Means that certain Construction Loan Agreement, dated of even date herewith, among Metramarket of Chicago, L.L.C. and Ogilvie Transit Center Investor, Inc., as borrower, the Lenders, as lender and Secured Party, as administrative agent, as the same may hereafter be amended, modified or supplemented from time to time.

**“Loan Documents”** -- Means: (a) the Loan Agreement, (b) the Notes, (c) the Guarantor Documents, (d) the Security Documents, (e) each Consent and Agreement, (f) the Environmental Indemnity, (g) the Fee Letter, (h) such assignments and or subordinations of of management agreements, contracts and other rights as may be required by the Administrative Agent, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loans, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

**“Maturity Date”** -- Means the earlier of (a) May \_\_, 2011, as such date may be extended by the Extension Period, or (b) any earlier date on which all of the Loans are required to be paid in full, by acceleration or otherwise, under the Loan Agreement or any of the other Loan Documents.

**“Mortgage”** -- Means the Leasehold Mortgage, Security Agreement and Fixture Filing, executed by Debtor in favor of the Administrative Agent (on behalf of the Lenders), covering the Project and any amendments, modifications, renewals, substitutions, consolidations, severances and replacements thereof.

**“Notes”** -- Means the promissory notes of even date herewith as provided for in Section 2.1(4) of the Loan Agreement and all promissory notes delivered in substitution or exchange therefor, in each case as the same may be consolidated, replaced, severed, modified, amended or extended from time to time.

**“Person”** -- Means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

**“Project”** means, collectively, (a) the Land, together with any and all other rights, privileges, easements, hereditaments and appurtenances thereunto relating or appertaining to the Land granted to Debtor pursuant to the Ground Lease, (b) the Improvements, together with all fixtures and equipment required for the operation of the Improvements, (c) all building materials and personal property related to the foregoing and (d) all other items described in the granting clauses of the Mortgage.

**“Project Documents”** -- Means the documents set forth on Schedule 1.1 (167) attached to the Loan Agreement, as the same as may be modified, supplemented and/or amended from time to time as permitted under the Loan Documents.

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“Recourse Guaranty” -- Means the Recourse Guaranty executed by the Guarantors to the Administrative Agent (on behalf of the Lenders) on the Closing Date, as the same may be modified or amended from time to time.

“Repayment Guaranty” -- Means the Payment and Interest Guaranty executed by the Guarantors to the Administrative Agent (on behalf of the Lenders) on the Closing Date, as the same may be modified or amended from time to time.

“Security Documents” -- Means collectively, the Mortgage, the Assignment of Rents, the Hedge Agreement Pledge, the General Assignment, the Cash Management Agreement, any Controlled Account Agreement and all Uniform Commercial Code financing statements required by the Loan Agreement or any of the aforementioned documents to be filed with respect to the applicable security interests.

“Swap Agreement” means any agreement with respect to any swap, cap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions. For purposes hereof, the credit exposure at any time of any Person under a Swap Agreement to which such Person is a party shall be determined at such time in accordance with the standard methods of calculating credit exposure under similar arrangements as reasonably prescribed from time to time by the Administrative Agent, taking into account (a) potential interest rate movements, (b) the respective termination provisions, (c) the notional principal amount and term of such Swap Agreement and (d) any provisions providing for the netting of amounts payable by and to a Person thereunder (or simultaneous payments of amounts by and to such Person).

\* \* \* \*

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## EXHIBIT B PERSONAL PROPERTY COLLATERAL

All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage.

All personal property in all of its forms, including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory (including, without limitation, inventory as such term is defined in the Uniform Commercial Code), raw materials, work in process and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest or right of any kind, those which are now or hereafter located on or affixed to the Mortgaged Property, and those in transit thereto or in any other location, or used or useful in the operation, use or occupancy of the Mortgaged Property or the construction of any improvements thereon, including, without limitation, all documents of title with respect to such personal property, any interest of Debtor in and to personal property that is leased or subject to any superior security interest, all books, records, ledger cards, leases, other documents of whatever kind or character, relating to the Mortgaged Property;

All computer programs, tapes, disks, and related data processing software (owned by Debtor or in which it has an interest) that at any time evidence or contain information relating to the Mortgaged Property or to Debtor's business thereon;

All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the indebtedness secured hereby remains unpaid, may accrue to Debtor from such goods, fixtures, furnishings, equipment and building materials or any part thereof located on the Mortgaged Property, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing of the Mortgaged Property;

All of Debtor's present and future rights and claims to receive payments of money, utility deposits, services or property relating to the Mortgaged Property, including, without limitation, rights to all deposits from tenants of the Mortgaged Property, rights to receive payment with respect to media and advertising agreements and sponsorships, amounts payable on account of the sale of interests in Debtor, accounts receivable, deposit or other accounts (including, without limitation, deposit accounts maintained with Secured Party; and accounts as that term is defined in the Uniform Commercial Code), chattel paper, notes, drafts, contract rights, rights to performance, instruments (including, without limitation, instruments as such term is defined in the Uniform Commercial Code), general intangibles, principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, guaranties, letters of credit, documents, drafts, acceptances, and tax refunds, together with title or interest in all documents evidencing or securing the same, and judgments taken on any rights or claims which now or hereafter relate to, are derived from or used in connection with the

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Mortgaged Property or the ownership, construction, use, operation, maintenance, occupancy or enjoyment thereof or the conduct of business or activities therefrom;

All of Debtor's rights and interests in all other general intangibles including all payment intangibles (as in the foregoing terms are defined in Uniform Commercial Code) and rights relating to the Mortgaged Property or the construction, development, use or operation thereof, or used in connection therewith, including but not limited to all governmental permits relating to construction or other activities on the Mortgaged Property, all names under or by which the Mortgaged Property may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks and franchises relating in any way to the Mortgaged Property, all patents and copyrights of Debtor relating in any way to the Mortgaged Property, all good will in any way relating to the Mortgaged Property, all contract rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, and all of Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365,

All of Debtor's rights, title and interest in, to and under the Ground Lease;

All of Debtor's rights under all warranties, guaranties or insurance policies (whether or not Secured Party is the loss payee thereunder) covering the Mortgaged Property or any of the aforesaid collateral, and all proceeds, loss payments and premium refunds payable regarding the same;

All of Debtor's rights and interests in reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on the Mortgaged Property;

All of Debtor's rights and interests in all causes of action, claims compensation and recoveries for any damage to or condemnation or taking of the Mortgaged Property or the aforesaid collateral, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Mortgaged Property or the aforesaid collateral, or for any loss or diminution in value of the Mortgaged Property or the aforesaid collateral;

All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Mortgaged Property and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Mortgaged Property;

All sums on deposit with the Secured Party for any reason whatsoever pursuant to the terms and provisions of the Mortgage;

All water stock relating to the Mortgaged Property, all shares of stock or other evidence of ownership of any part of the Mortgaged Property that is owned by Debtor in

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common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Mortgaged Property;

All of the right, title and interest of Debtor in and to all sales contracts of any nature whatsoever, now or hereafter executed covering any portion of the Mortgaged Property, together with any and all modifications thereof, and also together with all deposits or other payments made in connection therewith; and

All proceeds, products, offspring, rents, profits, income, benefits, accessions, substitutions and replacements from sale, collection, exchange or other disposition of the aforesaid collateral, whether such disposition is voluntary or involuntary.

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"EXHIBIT A"

## A. THE ESTATES OR INTERESTS :

Leasehold Estate, as leasehold estate is defined in Paragraph 1.c of the ALTA Leasehold Endorsement(s) to be attached to the policy to be issued pursuant hereto, created by the Amended and Restated Ground Lease executed by Commuter Rail Division of the Regional Transportation Authority, as Landlord, and Metramarket of Chicago, L.L.C., as Tenant, dated August 21, 2008, (herein referred to as the Lease), a memorandum of which Lease was recorded immediately prior hereto, which Lease demises the Land for a term of years commencing on the date of the Lease and ending January 31, 2098.

## B. THE LAND:

All that part of Block 28, and vacated alley within said Block 28, lying below an inclined plane whose Southern limit is the South line of said Block 28 at an elevation of +33.50 feet and whose Northern limit is the North line of said Block 28 at an elevation of +28.40 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum; also

All that part of Block 45, and the vacated alleys in said Block 45, lying Northerly of the North line of the Southerly 20.00 feet thereof, lying below a horizontal plane having an elevation of +34.00 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum;

Both in the Original Town of Chicago, being a Subdivision in the South part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian,

Excepting from the above described property the trestlework, foundations, columns, supports and appurtenances thereto supporting the railroad terminal located above the described horizontal and inclined planes, and also excepting therefrom the Track Level Platform, the Suburban Concourse, the Excepted Areas and the Parking Area (said Parking Area being located solely within Block 28 aforesaid), each as further defined and described in the Lease;

in Cook County, Illinois.  
**17-09-333-009-0000**  
17-09-324-005-0000  
17-09-324-007-0000  
17-09-333-007-0000  
17-09-333-008-0000  
17-09-333-010-8001  
17-09-333-010-8002

Located at 500 W. WASHINGTON STREET in Chicago Illinois **60661**