

UNOFFICIAL COPY

8454057 D-1
37999



Doc#: 0827326239 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/29/2008 03:02 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
PETER A. SARASEK, ESQ. (312) 715-5000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**QUARLES & BRADY LLP
 500 WEST MADISON STREET
 SUITE 3700
 CHICAGO, ILLINOIS 60661
 ATTN: PETER A. SARASEK, 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
WABASH RANDOLPH GARAGE, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
200 N. LASALLE STREET, SUITE 1540 CHICAGO IL 60601 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LTD. LIAB. CO. DELAWARE 4592141 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 S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
JOHN HANCOCK LIFE INSURANCE COMPANY

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
197 CLARENDON STREET, C-3 BOSTON MA 02116 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL TYPES AND ITEMS OF PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND LOCATED UPON THE PREMISES AT 20 EAST RANDOLPH STREET, CHICAGO, ILLINOIS, WHICH PREMISES ARE MORE PARTICULARLY DESCRIBED IN EXHIBIT B ATTACHED HERETO.

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

LOAN NO.525093:11 FILE WITH THE COOK COUNTY RECORDER OF DEEDS

International Association of Commercial Administrators (IACA)

UNOFFICIAL COPY

Loan No. 525093:11

EXHIBIT A

All right, title, interest and estate of Debtor in and to the real property or properties described on Exhibit B attached hereto (the "Land"), together with all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of September 26, 2008, from Debtor for the benefit of Secured Party (the "Additional Land") and any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (the "Improvements"; the Land, the Additional Land and the Improvements hereinafter collectively referred to as the "Real Property").

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits 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 Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof 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 in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real 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 (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the "Equipment") and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Mortgaged Property is located (the "Uniform Commercial Code")) superior, inferior or pari passu in lien to the lien of the Mortgage. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of the Mortgage, all right, title and interest of Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the

UNOFFICIAL COPY

Loan No. 525093:11

exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right) or for a change of grade or for any other injury to or decrease in the value of the Real Property.

All leases and subleases (including without limitation all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) 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 Real Property), together with any extension or renewal of the same (the "Leases") and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (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 creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof, 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 Real Property or any part thereof.

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same which may be payable or available with respect to the Real Property.

The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof.

All accounts receivable, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof (the "Intangibles").

All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents,

UNOFFICIAL COPY

Loan No. 525093:11

permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

Any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Debt and the performance of Debtor's obligations to Secured Party including, without limitation, any escrow or reserve fund held by Secured Party.

Notwithstanding the foregoing, nothing in the foregoing shall be deemed to include or extend to: (i) any personal property or fixtures of the Debtor which are incapable of being encumbered as a matter of law or to the extent expressly prohibited by restrictions imposed in connection with indebtedness expressly permitted hereunder, or (ii) Debtor's rights or interests in any trademarks, copyrights or patents or any license, contract or agreement to which Debtor is a party to the extent that the granting of a security interest would render such trademarks, copyrights or patents unenforceable or is prohibited by, or would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default thereunder.

UNOFFICIAL COPY

Loan No. 525093:11

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

LOTS 16, 17, 18, 19, 20 AND 21 IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 22, 23 AND 24 IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No. (Parcel 1 of 2) 17-10-305-005-0000
Permanent Tax No. (Parcel 2 of 2) 17-10-305-006-0000
Address of Property: 20 East Randolph Street
Chicago, Illinois

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		
OR WABASH RANDOLPH GARAGE, LLC		
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 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 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:

16. Additional collateral description:

— **SEE EXHIBIT B ATTACHED HERETO.**

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

UNOFFICIAL COPY

Loan No. 525093:11

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

LOTS 16, 17, 18, 19, 20 AND 21 IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 22, 23 AND 24 IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No. (Parcel 1 of 2) 17-10-305-005-0000
Permanent Tax No. (Parcel 2 of 2) 17-10-305-006-0000
Address of Property: 20 East Randolph Street
Chicago, Illinois