

UNOFFICIAL COPY

Cook County, IL
UCC-1



Doc#: 0833729059 Fee: \$48.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/02/2008 03:45 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Polsinelli Shalton Flanigan Suelthaus PC
Attn: Marla Bell
700 W. 47th Street, Suite 1000
Kansas City MO 64112

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
OR Centro GA Matteson LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
420 Lexington Avenue New York NY 10170 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL I.D.#, if any
LLC Delaware 4078575 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
OR Wells Fargo Bank, N.A., as trustee for the registered holders of ML-CFC Commercial Mortgage Trust 2006-2, Commercial Mortgage Pass-Through Certificates, Series 2006-2

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
9062 Old Annapolis Road Columbia MD 21045 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof for a description of the collateral.

See Exhibit A attached hereto and made a part hereof for a description of the property.

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 Check to REQUEST SEARCH REPORT(S) on Debtor(s)

ESTATE RECORDS Attach Addendum [if applicable] [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Loan No.: 10030171 / PSFS File No.: (025319-129894) / Market Place at Matteson

FILING OFFICE COPY

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

2nd

17
1/18

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

Centro GA Matteson 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 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 attached Exhibit A

16. Additional collateral description

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 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

UNOFFICIAL COPY

SCHEDULE A

to UCC – Financing Statement

This Uniform Commercial Code financing statement (this "**Financing Statement**") covers all right, title and interest of Debtor in and to the following types or items of property whether now owned or hereafter acquired, now existing or hereafter arising, and wherever located (collectively, the "**Collateral**"):

1. all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature (collectively, the "**Improvements**") now or hereafter located on the Premises, the plot(s), piece(s) or parcel(s) of real property described in **Exhibit A** attached hereto and made a part hereof (collectively, the "**Premises**");

2. all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, 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 Premises and the Improvements 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 Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor or, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

3. all machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (collectively, the "**Equipment**"), including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Collateral is located (the "**Uniform Commercial Code**") superior in lien to the lien of the Security Instrument (as hereinafter defined);

4. all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Premises or the Collateral, whether from the exercise of the right of eminent domain or condemnation (including, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises or the Collateral;

UNOFFICIAL COPY

5. all leases, tenancies, licenses (to the extent assignable), subleases, assignments and/or other rental or occupancy agreements (including, without limitation, any and all guarantees of any of the foregoing) heretofore or hereafter entered into affecting the use, enjoyment or occupancy of the Premises and the Improvements, including, without limitation, the Master Leases, and including any extensions, renewals, modifications or amendments of any of the foregoing (collectively, the "**Leases**") and all rents, rent equivalents (including room revenues, if applicable), moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, Lease Termination Payments and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements (collectively, the "**Rents**"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. all proceeds of and any unearned premiums on any insurance policies covering the Premises or the Collateral, 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 Premises or the Collateral or any part thereof;

7. the right, during the continuance of an Event of Default, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises or the Collateral and to commence any action or proceeding to protect the interest of the Secured Party in the Premises or the Collateral or any part thereof;

8. all accounts, escrows, reserves, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all books, records, and to the extent assignable, plans, specifications, designs, drawings, permits, consents, licenses, franchises, management agreements, contracts, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Collateral), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Premises or the Collateral) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Premises or the Collateral, or the use, operation, management, improvement, alteration, repair, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

9. 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 under the Loan Documents, including the Impositions and Insurance Reserve, the Replacement Reserve, the Leasing Reserve, the Deferred Maintenance Reserve, any other Reserves, the Rent Account, the Central Account and the Sub-Accounts thereof (each as defined in the Cash Management Agreement), and any other escrows or reserves set forth in the Loan Documents;

UNOFFICIAL COPY

10. all accounts receivable, contract rights (to the extent assignable), interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Collateral or any part thereof; and

11. 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 Premises or the Collateral or any part thereof.

For purposes hereof, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in that certain Mortgage/Deed of Trust/Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement (the "Security Instrument") given by Debtor.

UNOFFICIAL COPY

EXHIBIT "A"

(Legal Description)

PARCEL "A" (EXCEPT THE SOUTH 70.0 FEET OF THE NORTH 80.0 FEET OF THE EAST 55.0 FEET OF THE WEST 129.40 FEET THEREOF) AND THE EAST 161.74 FEET OF PARCEL "B", ALL IN MATTESON HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1962 AS DOCUMENT NUMBER 18525670, AS CORRECTED BY CERTIFICATE OF CORRECTION DATED JULY 17, 1962 AND RECORDED JULY 23, 1962 AS DOCUMENT NUMBER 18540252,

(EXCEPTING THEREFROM THAT PART OF PARCEL "A" AND THE EAST 161.74 FEET OF PARCEL "B" DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL "B", SAID POINT BEING 161.74 FEET WEST OF THE NORTHEAST CORNER OF SAID PARCEL "B", THENCE SOUTH ALONG THE WEST LINE OF THE EAST 161.74 FEET OF SAID PARCEL "B", A DISTANCE OF 350 FEET TO A POINT; THENCE EAST ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF PARCELS "A" AND "B", A DISTANCE OF 208.90 FEET TO A POINT; THENCE NORTH ALONG A LINE 208.90 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 161.74 FEET OF PARCEL "B", TO A POINT OF INTERSECTION WITH THE NORTH LINE OF PARCEL "A"; THENCE WEST ALONG THE NORTH LINE OF PARCELS "A" AND "B" TO THE POINT OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THOSE PARTS THEREOF CONDEMNED IN CASE NO. 83L52241 AS PARCEL NOS. 9A AND 9B BEING DESCRIBED AS FOLLOWS:

EXCEPTION PARCEL 9A:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL "A" BEING 526.31 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, AND 50 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF PARCEL "A", A DISTANCE OF 80 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 80 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; AND

EXCEPTION PARCEL 9B:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" BEING 250 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 AND 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG A LINE 250 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 10.0 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID PARCEL "A" (BEING THE WEST LINE OF CRAWFORD AVENUE) DISTANT 130.0 FEET NORTHERLY OF THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EAST LINE 130.0 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

THE SUBJECT PROPERTY IS ALSO DESCRIBED AS:

THAT PART OF PARCELS "A" AND "B" IN MATTESON HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1962 AS DOCUMENT 18525670, AS CORRECTED BY CERTIFICATE OF CORRECTION DATED JULY 17, 1962

UNOFFICIAL COPY

AND RECORDED JULY 23, 1962 AS DOCUMENT 18540252, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL "B" WITH A LINE 161.74 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PARCEL "B"; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 481.22 FEET TO A LINE 350 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCELS "A" AND "B"; THENCE SOUTH 89 DEGREES 54 MINUTES 15 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 208.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID PARCEL "B", 350.00 FEET TO THE NORTH LINE OF SAID PARCEL "A"; THENCE SOUTH 89 DEGREES 54 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE OF PARCEL "A", 1457.24 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL "A", BEING ALSO THE WEST LINE OF CRAWFORD AVENUE, 514.10 FEET TO AN ANGLE POINT IN SAID LINE; THENCE; SOUTH 04 DEGREES 24 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF CRAWFORD AVENUE AS WIDENED, 130.20 FEET TO A SOUTH LINE OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE OF PARCEL "A", 415.21 FEET TO A CORNER OF SAID PARCEL "A"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG AN EAST LINE OF SAID PARCEL "A", 200.00 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 51.10 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 20 SECONDS EAST, 20.00 FEET, THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST, 80.00 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 20 SECONDS WEST, 20.00 FEET TO THE SOUTH LINE OF SAID PARCEL "A"; THENCE NORTH 89 DEGREES 27 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 1109.90 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID PARCEL "A", 74.40 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", 10.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", 70.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 15 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID PARCEL "A", 55.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID PARCEL "A", 70.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID PARCEL "A", 55.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN(S) 31-22-200-016 (AFFECTS PART OF PARCEL A)
 31-22-201-009 (AFFECTS PART OF PARCEL A)
 31-22-201-014 (AFFECTS PARCEL B)