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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0902819005 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2009 08:42 AM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
Katy Aderholt (205) 250-8336

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Timothy M. Lupinacci
Baker, Donelson, Bearman, Caldwell, & Berkowitz
420 20th Street North
1600 Wachovia Tower
Birmingham, AL 35203

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

OR	1a. ORGANIZATION'S NAME WEC 98C-5, LLC				
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS Park 80 West Plaza II			CITY Saddlebrook	STATE NJ	POSTAL CODE 07663
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Texas	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> Non	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
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	

3. SECURED PARTY'S NAME - (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Wachovia Bank, National Association				
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 420 20 th Street North, 7 th Floor			CITY Birmingham	STATE AL	POSTAL CODE 35202

4. This FINANCING STATEMENT covers the following collateral:

Please see Attachment 1.

5. ALTERNATIVE DESIGNATION [If applicable]: LESSEE/LESSOR COSIGNEE/COSIGNOR 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) All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
Wachovia/Carson Pirie Scott 1039341-187

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Feb 10 2009
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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

OR	9a. ORGANIZATION'S NAME WEC 98C-5, LLC		
	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
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)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

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:

Please see Attachment 1.

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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Attachment 1

The Premises (as defined herein) which is described in Exhibit A attached hereto and the buildings, structures, fixtures (except trade fixtures not owned by Borrower), additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements");

TOGETHER WITH: all right, title, interest and estate of Borrower now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements together with the following property, rights, interests and estates being hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) All that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

(b) 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 Mortgaged Property 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 Mortgaged Property, 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 at law and in equity, of Borrower of, in and to the Mortgaged Property and every part and parcel thereof, with the appurtenances thereto;

(c) 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, whatsoever owned by Borrower, or in which Borrower has or shall have an interest, 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 owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively called the "Equipment"), including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Borrower 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 Mortgaged Property is located (the "Uniform Commercial Code") superior in priority to the lien of this Security Instrument. In connection with Equipment which is leased to Borrower or which is subject to a lien or security interest which is superior to the lien of this Security Instrument, this Security Instrument shall also cover all right, title and interest of each Borrower in and to all deposits, and the benefit of all payments now or hereafter made with respect to such Equipment;

(d) All awards or payments, including interest thereon, which may hereafter be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain or condemnation (including but not limited to 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 Mortgaged Property;

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(e) All right, title and interest of Borrower in and to (i) that certain Lease dated October 31, 1985, by and between Chicago Title & Trust Company, as trustee under a Trust Agreement dated June 15, 1985, and known as Trust No. 1085200, and Six Anchors Limited Partnership, a Maryland limited partnership (collectively, "Original Lessor" or "Seller"), and CPS Realty Partnership, an Illinois general partnership (the "Original Lessee"), as amended by Amendment of Lease dated as of August 1, 1993, between Original Lessor and CPS Department Stores, Inc., a Delaware corporation (as successor lessee to Original Lessee by assignment) ("Lessee"), as further amended and extended by Second Amendment to Lease of even date herewith between Borrower (as successor lessor to Original Lessor by assignment) and Lessee (as so amended and extended, the "Lease"), (ii) that certain Corporate Guaranty of even date herewith executed by Proffitt's, Inc., a Tennessee corporation ("Lease Guarantor"), in favor of Borrower with respect to the Lease (the "Lease Guaranty"), and (iii) all other leases, subleases (if, and to the extent that Borrower has any rights, title or interest therein), including, without limitation, any assignments thereof (including, without limitation, all guarantees of any such leases, assignment of leases and subleases) and other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property and the Improvements heretofore or hereafter entered into (the "Other Leases"), and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Mortgaged Property (the "Rents"), and all proceeds from the sale or other disposition of the Lease or Other Leases and the right to receive and apply the Rents to the payment of the Debt and the right to receive and apply any payments made to Borrower by the Lessee in connection with any condemnation or casualty, including, without limitation, Lessee's purchase of the Mortgaged Property, to payment of the Debt;

(f) All right, title and interest of Borrower in and to any insurance policies covering the Mortgaged Property, including, without limitation, all proceeds thereof and any unearned premiums on any insurance policies covering the Mortgaged Property, 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 Mortgaged Property or any part thereof, subject to and in accordance with the terms and conditions of the Lease;

(g) Subject to the terms and provisions of this Security Instrument, the right, in the name and on behalf of Borrower, 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 Lender in the Mortgaged Property or any part thereof;

(h) All franchises, trade names, trademarks, symbols, service marks, books, records, plans and specifications, contracts, licenses, approvals, consents, subcontracts, service contracts, management contracts, permits and other agreements of any nature whatsoever now or hereafter obtained or entered into by Borrower, or any managing agent of the Mortgaged Property on behalf of Borrower, with respect to the use, occupation, development, construction and/or operation of the Mortgaged Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Mortgaged Property or any part thereof;

(i) All accounts receivable, contract rights, interests, estate or other claims, both in law and in equity, which Borrower now has or may hereafter acquire in the Mortgaged Property or any part thereof, and all reserve accounts, accounts for the deposit, collection and/or disbursement of Rents and other accounts now or hereafter in existence with respect to the Loan, including, without limitation, all interest reserve accounts and replacement reserve accounts provided for under any documentation entered into or delivered by Borrower in connection with the Loan;

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

(k) All the estate, rights, and appurtenances of Borrower in respect of or otherwise

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relating to the Lease and the Lease Guaranty, including, but not limited to (i) all modifications, extensions and renewals of the Lease and all rights to renew or extend the term thereof, (ii) all of Borrower's rights, if any, pertaining to deposits of the Lessee under the Lease (including lessee security deposits, if any), (iii) all other options, privileges and rights granted and demised to Borrower under the Lease, (iv) all the right or privilege of Borrower to terminate, cancel, abridge, surrender, merge, modify or amend the Lease and/or the Lease Guaranty, and (v) any and all possessory rights of Borrower and other rights and/or privileges of possession, including, without limitation, Borrower's right to elect to take possession of the Mortgaged Property;

(l) All of Borrower's claims and rights to damages and any other remedies in connection with or arising from the rejection of the Lease by the Lessee or any trustee, custodian or receiver pursuant to the U.S. Bankruptcy Code, as amended (the "Bankruptcy Code") in the event that there shall be filed by or against the Lessee any petition, action or proceeding under the Bankruptcy Code or under any other similar federal or state law now or hereafter in effect;

(m) All of Borrower's interest in and to all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Premises;

(n) All present and future monetary deposits held by any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements (to the extent of Borrower's interest therein);

(o) All right, title and interest of Borrower in and to all building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

(p) All right, title and interest of Borrower in and to all refunds and rebates of taxes and assessments relating to the Premises and Improvements (except to the extent such refunds and rebates relate to taxes or assessments paid by the Lessee under the Lease);

(q) All right, title and interest of Borrower in and to all representations and warranties (for so long as such representations and warranties survive) made by Seller pursuant to that certain Real Estate Purchase Agreement between Seller and Borrower pertaining to the Premises and Improvements;

(r) All right, title and interest of Borrower in and to 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, the proceeds of insurance and condemnation awards; and

(s) All other or greater rights and interests of every nature in the Premises or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Borrower.

In any event the Mortgaged Property shall include all of Borrower's right, title and interest in and to any Accounts, Inventory, Documents, General Intangibles, Chattel Paper, Equipment and Fixtures (as each term is defined in the Uniform Commercial Code), whether now owned or hereafter acquired, arising out of or in any way related to the Premises and the Improvements.

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PARCEL 1:

LOT 2 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 21840371, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS CONTAINED IN THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972 AND RECORDED ON MARCH 24, 1972 AS DOCUMENT NUMBER 21846183, AS AMENDED BY EASEMENT AGREEMENT RECORDED ON MARCH 29, 1971, AS DOCUMENT 21433856, AND BY DOCUMENT NO. 24099069, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5 AND 6 IN LINCOLN MALL SUBDIVISION AFORESAID AS PROVIDED THEREIN.

PARCEL 3:

EASEMENTS CONTAINED IN THAT CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT AGREEMENT RECORDED ON MARCH 29, 1971, AS DOCUMENT NO. 21433856, AND BY DOCUMENT NO. 24099069, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5, 8, 9, 10 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS PROVIDED THEREIN.

WEC 98C-5-Lincoln Mall:

Location: Lincoln Highway/Cicero Avenue, Matteson, Illinois
Tax Parcel Number: 31-22-300-023

0902819005