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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/07/2009 02:01 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)
Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Warren J. Bernstein, 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
THR CHICAGO LAND LLC
OR
1b. INDIVIDUAL'S LAST NAME
1c. MAILING ADDRESS
c/o Tishman Hotel Corporation
666 Fifth Avenue, 38th Floor
1d. SEE INSTRUCTIONS
1e. TYPE OF ORGANIZATION
LLC
1f. JURISDICTION OF ORGANIZATION
Delaware
1g. ORGANIZATIONAL ID #, if any
4617658

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
2c. MAILING ADDRESS
2d. SEE INSTRUCTIONS
2e. TYPE OF ORGANIZATION
2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any

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
WESTDEUTSCHE IMMOBILIENBANK AG, as Agent
OR
3b. INDIVIDUAL'S LAST NAME
3c. MAILING ADDRESS
Grosse Bleiche 46
Mainz
Germany

4. This FINANCING STATEMENT covers the following collateral:
The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING
6. [X] 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 FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Cook County IL 65772/0038

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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			
OR THR CHICAGO LAND 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 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. TAX ID #: SSN OR EIN	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:

See 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 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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Name of Debtor: THR CHICAGO LAND LLC

SCHEDULE A**TO UCC FINANCING STATEMENT**

All of Debtor's rights, title and interest in, to and under the property described herein, and including, without limitation, the Land (as hereinafter defined), and any and all of the following described property, whether now owned or hereafter acquired (collectively, the "**Mortgaged Property**"):

(a) The Land described in **Exhibit "A"** attached hereto and hereby made a part hereof (the State in which the Land is located is sometimes hereinafter referred to as the "**Jurisdiction**").

(b) (i) All right, title and interest of Debtor as lessor under the Ground Lease (as hereinafter defined), including all residual future interests arising upon the expiration or earlier termination of the Ground Lease, in and to (y) all structures, improvements, buildings and any additions and alterations thereto or replacements thereof, now or hereafter erected upon the Land (all of the foregoing being collectively referred to as the "**Improvements**"), and (z) all equipment, apparatus, furnishings, furniture, machinery, fixtures of every kind and nature whatsoever including, without limitation, the FF&E (the "**Personal Property**") now or hereafter located in and about said Improvements, including without limitation all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings and articles of personal property now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Improvements, including without limitation all landscaping and gardening equipment, all heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking utensils and apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing and prevention apparatus, gas and electrical fixtures, elevators, escalators, partitions, lockers, cabinets, window covering and all hardware therefor, carpeting and other floor covering, lighting fixtures, lamps and furniture, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies and shrubbery and plants, all of which property mentioned in this paragraph shall be deemed upon expiration or earlier termination of the Ground Lease part of the realty mortgaged hereby and not severable wholly or in part without material injury to the freehold and including all building materials, equipment, work in progress or other personal property of any kind, whether stored on the Premises (hereinafter defined) or elsewhere, which have been or later will be delivered to, incorporated into or installed in or about the Premises or Improvements.; without limiting the foregoing, upon the expiration or earlier termination of the Ground Lease, the Mortgaged Property shall automatically include all Improvements and Personal Property without further action on the part of any party and (iii) all other Personal Property now owned or hereafter acquired by Debtor and not subject to the Ground Lease (the Land, Debtor's residual future interest in the Improvements and the Personal Property, and such other Personal Property of Debtor not subject to the Ground Lease, being collectively referred to herein as the "**Premises**"). Notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by the Mortgage (as hereinafter defined) and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in

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Name of Debtor: THR CHICAGO LAND LLC

the Uniform Commercial Code as enacted in the Jurisdiction), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Secured Party as a secured party and Debtor as debtor, all in accordance with said Uniform Commercial Code, as more particularly set forth in Article III of the Mortgage;

(c) All of Debtor's estate, of whatever nature, in and to all of the easements, rights, privileges, appurtenances, air rights and development rights now or hereafter belonging or in any wise appertaining to the Premises (the "**Appurtenant Rights**"), and all of the estate, right, title, interest, claim or demand whatsoever, either in law or in equity, in possession or expectancy of Debtor therein and in the streets and ways, open or proposed, adjacent thereto, and in and to all strips and gores, vaults, alleyways, sidewalks and passages used in connection with the Land;

(d) All of Debtor's interest, if any, in all working capital reserves, operating, escrow, unapplied security deposits, pre-paid rent and other similar accounts (including, without limitation, all earnest money sales deposits and tenant security deposits), and all inventory accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit and insurance policies arising from or related to the Premises (collectively, the "**Accounts**") and including all replacements and substitutions for, or additions to, all products and proceeds of any of the foregoing;

(e) All of Debtor's interest, if any, in all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Premises and all right, title and interest of Debtor therein, including but not limited to contractor, architect, subcontractor, engineer, consultant and/or management agreements and all payment and performance bonds issued in connection therewith;

(f) All of Debtor's right, title and interest, if any, in and to contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings which relate to construction on the Premises or to any business now or hereafter to be conducted on it, or to the Premises generally;

(g) All unearned premiums accrued or to accrue under all insurance policies for the Premises obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, proceeds of insurance and condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments (the "**Proceeds**");

(h) All of Debtor's right, title and interest, if any, in and to all trade names, trademarks and service marks now or hereafter used in connection with the Premises or any part thereof or any other part of the Premises, together with good will appurtenant thereto;

(i) All of Debtor's right, title and interest, if any, in and to all existing and future leases and subleases, lettings, licenses and other occupancy agreements, and guarantees thereof, now or hereafter in force, for the Premises or any part thereof (collectively, "**Leases**" and, individually, a "**Lease**"), including the Lease between Debtor (as successor-in-interest to The Chicago Dock and Canal Trust), as landlord, and Cityfront Hotel Associates Limited Partnership, an Illinois limited partnership (as successor-in-interest to Tishman Realty

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Corporation of Cook County, an Illinois corporation), as tenant, dated October 1, 1988, as amended by First Amendment dated as of December 18, 1989, by Omnibus Agreement dated as of March 21, 2003 and by Third Amendment to Lease dated on or about the date of the Mortgage (the "**Ground Lease**") and including any cash, pre-paid rent or other security deposited thereunder, and the rents, issues, profits, revenue and royalties (collectively, the "**Rents**") payable under the Leases or arising from the Premises or the occupancy, use or enjoyment of all or any part of the Premises;

(j) All of Debtor's right, title and interest in and to purchase contracts for the sale of all or any portion of the Premises and all deposits thereunder;

(k) All of Debtor's interest, if any, in all of the books, computer software, records and files of or relating to the Premises now or hereafter maintained by Debtor or for its account;

(l) All of Debtor's interest in all awards and claims for damages made and to be made for the taking by eminent domain or otherwise of the whole or any part of the Premises, including without limitation any awards for change of grade of streets or other limitation of use of property;

(m) All of Debtor's interest, if any, in all licenses, permits, and warranties attributable or allocable to all or any portion of the Premises, both real and personal;

(n) All of Debtor's interest in all mineral, water, oil and gas rights and privileges and royalties pertaining to the Premises,

(o) Any monies escrowed or deposited by Debtor for taxes, insurance, operating deficits, replacement reserves or other charges in any way belonging, relating or appertaining to the Premises;

(p) All after acquired property of any nature whatsoever owned by Debtor and attached to, located in, on or used in the development and/or operation of the Mortgaged Property or any part thereof;

(q) All of Debtor's right, title and interest, if any, in and to accounts, deposit accounts, chattel paper, contracts, contract payments, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, letter of credit rights, licenses, payment intangibles and all supporting obligations of Debtor (as such terms are used in the Uniform Commercial Code as enacted in the Jurisdiction); and

(r) All products and proceeds of the foregoing.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

"**Land**" means that certain real property located at 301 East North Water Street, in the County of Cook, City of Chicago, Illinois, the legal description of which is set forth on

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Name of Debtor: THR CHICAGO LAND LLC

Exhibit "A" attached hereto, together with all easements, air rights, development rights and other appurtenances thereto.

"Mortgage" means that certain Mortgage and Security Agreement dated as of April 7, 2009 and executed by Debtor to Secured Party.

"Uniform Commercial Code" means the Uniform Commercial Code as enacted in the Jurisdiction.

Property of Cook County Clerk's Office

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Name of Debtor: THR CHICAGO LAND LLC

EXHIBIT A**TO UCC FINANCING STATEMENT****LEGAL DESCRIPTION OF LAND**

PARCEL 1:

BLOCK 12 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN TUNNELS, PASSAGEWAYS, CONCOURSES AND IMPROVEMENT AREAS AND FOR PUBLIC TRANSPORTATION AS CREATED IN THE MUTUAL GRANT OF EASEMENTS IN RESPECT TO CITYFRONT CENTER CHICAGO, ILLINOIS AMONG THE CHICAGO DOCK AND CANAL TRUST, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AND THE CITY OF CHICAGO DATED DECEMBER 18, 1986 AND RECORDED FEBRUARY 24, 1987 AS DOCUMENT NUMBER 87106321, OVER UPON AND ACROSS THE EASEMENT AREA DEFINED THEREIN.

PIN: 17-10-221-001-0000

COMMONLY KNOWN AS: 301 EAST WATER STREET, CHICAGO, ILLINOIS