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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0936322076 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/29/2009 03:19 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

ROOSEVELT UNIVERSITY

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

430 S. MICHIGAN AVE.

CITY

CHICAGO

STATE

IL

POSTAL CODE

60605

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
CORPORATION

1f. JURISDICTION OF ORGANIZATION
ILLINOIS

1g. ORGANIZATIONAL ID #, if any

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

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

2 NORTH LASALLE STREET

CITY

ILLINOIS

STATE

IL

POSTAL CODE

60602

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

ALL RIGHT, TITLE AND INTEREST OF THE DEBTOR IN, UNDER AND TO THE MORTGAGE AND SECURITY AGREEMENT WITH ROOSEVELT UNIVERSITY AND THE OTHER COLLATERAL DESCRIBED ON THE ATTACHED EXHIBIT A.

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 Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2 ADDITIONAL FEE: (optional)

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY; 270348-00011

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

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EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Roosevelt University, an Illinois not for profit corporation

Secured Party: The Bank of New York Mellon Trust Company, N.A.

Reference is hereby made to that certain Mortgage and Security Agreement dated as of November 1, 2009 (the "**Mortgage**"), by and between Debtor as mortgagor and Secured Party as mortgagee, not personally but as collateral trustee (in such capacity, "**Collateral Trustee**") under that certain Collateral Trust and Intercreditor Agreement dated as of November 1, 2009 (the "**Collateral Trust Agreement**"), by and between Debtor and Secured Party.

Debtor does hereby grant, transfer, set over, convey and assign, to Secured Party, Debtor's interest in all of the following described property, and any and all amendments, modifications or substitution and proceeds thereof (collectively, the "**Collateral**");

(i) The real estate described in *Exhibit B* attached hereto (the "**Land**"), together with the entire interest (whether now owned or hereafter acquired) in and to said Land and in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Land, including all building materials, building equipment and fixtures of every kind and nature whatsoever on the Land or in any building, structure or improvement now standing or hereafter constructed or placed thereon, and the reversion or reversions, and remainder or remainders, in and to the Land, and together with the entire interest of Debtor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in any way appertaining thereto, and all right, title and interest of Debtor in, to and under any streets, ways or alleys adjoining the Land or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of Debtor either in law or in equity, in possession or expectancy of, in and to the Land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by Debtor and affixed to or attached to or placed on the Land shall be deemed to be, and shall be considered as, fixtures and appurtenances to said Land, together with all rents, income, issues and profits therefrom (collectively, the "**Mortgaged Land**");

(ii) All of the machinery, equipment, furniture, spare parts, inventory and other personal property, including all present and future attachments and accessories thereto and replacements thereof, all as defined in Article 9 of the Uniform Commercial Code, as amended, of Illinois owned by Debtor, located on the Mortgaged Land and used or useful in connection with the Mortgaged Land (the "**Personal Property**");

(iii) All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Land or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including without limitation any award from the United States Government at any time after the allowance of the claim therefor, the

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ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including without limitation severance and consequential damage, and any award for change of grade of streets (collectively, "**Condemnation Awards**");

(iv) All Gross Revenues (as defined below) of Debtor, but except and excluding all such items, whether now owned or hereafter acquired by Debtor, which by their terms or by reason of applicable law would become void or voidable if granted, assigned, or pledged hereunder by Debtor, or which cannot be granted, pledged, or assigned hereunder without the consent of other parties whose consent is not secured, or without subjecting the Collateral Trustee to a liability not otherwise contemplated by the provisions hereof, or which otherwise may not be, or are not, hereby lawfully and effectively granted, pledged, and assigned by Debtor; and

(v) Any and all other property of every kind and nature from time to time hereafter owned by Debtor, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on its behalf to the Collateral Trustee, together with all proceeds, including without limitation insurance proceeds with respect to anything referred to in the foregoing paragraphs (i)-(iv).

The term "Gross Revenues" means all receipts, revenues, rentals, income, insurance proceeds, condemnation awards and other moneys received by or on behalf of Debtor, including (without limitation) revenues derived from (a) the ownership, operation or leasing of any portion of the Mortgaged Property and all rights to receive the same, whether in the form of accounts, general intangibles or other rights, and the proceeds of such accounts, general intangibles and other rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (b) gifts, grants, bequests, donations and contributions heretofore or hereafter made that are legally available to meet any of the obligations of Debtor incurred in the financing, operation, maintenance or repair of any portion of the Mortgaged Property; provided, however, that there shall be excluded from Gross Revenues (i) any amounts received by Debtor as a billing agent for another entity, except for fees received for serving as billing agent, (ii) gifts, grants, bequests, donations and contributions to Debtor heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under this Mortgage, and (iii) any moneys received by Debtor from prospective residents or commercial tenants in order to pay for customized improvements to the Mortgaged Property to be occupied or leased to such residents or tenants.

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PIN No. 1715-109-013-0000

EXHIBIT B TO UCC FINANCING STATEMENT

Legal Description

THE AUDITORIUM

PARCEL 1:

LOTS 18 AND 19 IN ASSESSOR'S DIVISION OF LOTS 1 TO 5 AND 8 OF BLOCK 9 OF FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE FOLLOWING DESCRIBED PREMISES TAKEN AS A TRACT:

LOTS 2, 3, 5 AND 6, IN ELY AND REYNOLDS' SUBDIVISION OF LOT 10 IN BLOCK 9 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH AND SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING LOT 3 AFORESAID AND LYING EAST OF AND ADJOINING LOTS 4, 5 AND 6 IN AFORESAID SUBDIVISION, IN COOK COUNTY, ILLINOIS, (EXCEPT THE SOUTH 16.5 FEET OF SAID TRACT).

PARCEL 3:

THE FOLLOWING DESCRIBED PREMISES TAKEN AS A TRACT:

LOT 20 IN ASSESSOR'S DIVISION OF LOTS 1 TO 5 AND 8 OF BLOCK 9 OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

SUBLOTS 1 AND 2 OF LOT 9 IN BLOCK 9 OF CANAL TRUSTEE'S SUBDIVISION OF LOTS IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOT 1 IN ELY AND REYNOLDS' SUBDIVISION OF LOT 10 IN BLOCK 9 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 7 IN BLOCK 9 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

LOT 4 IN ELY AND REYNOLDS' SUBDIVISION OF LOT 10 IN BLOCK 9 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GAGE CONDOMINIUM

PARCEL 1:

UNIT NUMBERS 115, M100, 200, 300, 400, 500, 600, 710, 715, 720 AND 800 IN THE GAGE COMMERCIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

SUB-LOTS 1 AND 2 OF LOT 5, ALSO THE NORTH 1/2 OF LOT 8 AND THE NORTH 4.00 FEET OF THE SOUTH 1/2 OF LOT 8 ALL IN BLOCK 1 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0735315067; TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

ANY AND ALL EASEMENTS IN FAVOR OF THE UNIT OWNER UNDER THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR GAGE COMMERCIAL CONDOMINIUM RECORDED DECEMBER 19, 2007 AS DOCUMENT 0735315067, IN COOK COUNTY, ILLINOIS.

421 SOUTH WABASH

THE SOUTH 20 FEET OF LOT 9 (EXCEPT THE EAST 10 FEET) OF ASSESSOR'S DIVISION OF LOTS 1 TO 5 AND 8 IN BLOCK 9 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

425 SOUTH WABASH

LOT 6 IN BLOCK 9 IN CANAL COMMISSIONERS SUBDIVISION IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.