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1030522074

Doc#: 1030522074 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/01/2010 01:25 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
BERNICE H. CILLEY, ESQUIRE TROUTMAN SANDERS LLP POST OFFICE BOX 1122 RICHMOND, VIRGINIA 23218 1401-5819321

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 LARAMAR PARKWAY TOWERS PARTNERS, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 30 S. WACKER DRIVE, SUITE 2750				
CITY CHICAGO				
STATE IL				
POSTAL CODE 60606				
COUNTRY USA				
1d. <u>SEE INSTRUCTIONS</u>				
ADD'L INFO RE ORGANIZATION DEBTOR				
1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY				
1f. JURISDICTION OF ORGANIZATION DELAWARE				
1g. ORGANIZATIONAL ID#, if any 4888411				
<input type="checkbox"/> 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				
2c. MAILING ADDRESS				
CITY				
STATE				
POSTAL CODE				
COUNTRY				
2d. <u>SEE INSTRUCTIONS</u>				
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)				
3a. ORGANIZATION'S NAME FEDERAL HOME LOAN MORTGAGE CORPORATION				
OR				
3b. INDIVIDUAL'S LAST NAME				
FIRST NAME				
MIDDLE NAME				
SUFFIX				
3c. MAILING ADDRESS 8200 JONES BRANCH DRIVE				
CITY MCLEAN				
STATE VA				
POSTAL CODE 22102				
COUNTRY USA				
4. This FINANCING STATEMENT covers the following collateral:				

DEBTOR'S INTEREST IN ALL PROPERTY LOCATED ON OR USED OR ACQUIRED IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE REAL ESTATE DESCRIBED IN THE ATTACHED EXHIBIT A, INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

FHLMC LOAN NO. 534390536

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> 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) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA	

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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 LARAMAR PARKWAY TOWERS PARTNERS, 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				
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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 HOLLIDAY FENOGLIO FOWLER, L.P.				
	12b. INDIVIDUAL'S LAST NAME				
12c. MAILING ADDRESS 9 GREENWAY PLAZA, SUITE 700		CITY HOUSTON	STATE TX	POSTAL CODE 77046	COUNTRY USA

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 ATTACHED HERETO AND MADE A PART HEREOF.

15. Name and address of 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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Mont Clare
Page 1 of 3

EXHIBIT A

Legal Description

PARCEL 1:

A PORTION OF LOT 4 IN C. R. BALL SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT SCHOOL LOT) AND THE NORTH 25.4 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 475.53 FEET TO THE WEST LINE OF THE EAST 263.6 FEET OF LOT 4; THENCE SOUTH ALONG THE SAID WEST LINE OF THE EAST 263.6 FEET OF LOT 4 A DISTANCE OF 330 FEET; THENCE WEST A DISTANCE OF 478.93 FEET TO A POINT ON THE WEST LINE OF SAID LOT 330 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING (EXCEPT THE NORTH 33 FEET AND THE WEST 33 FEET OF THE SAID PORTION OF SAID LOT 4 AND EXCEPT THAT PART THEREOF LYING NORTHWESTERLY OF A LINE BEGINNING AT A POINT ON THE SOUTH LINE OF GUNNISON AVENUE A DISTANCE OF 25.5 FEET EAST OF THE EAST LINE OF HARLEM AVENUE AND RUNNING SOUTHWESTERLY TO A POINT ON THE EAST LINE OF HARLEM AVENUE 30.5 FEET SOUTH OF THE SOUTH LINE OF GUNNISON ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 330.0 FEET; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 496 FEET OF THE NORTH 826 FEET FOR A DISTANCE OF 33.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, EAST ALONG THE LAST DESCRIBED LINE, 180.0 FEET; THENCE NORTH 00 DEGREES, 52 MINUTES, 30 SECONDS EAST, 140.50 FEET; THENCE NORTH 89 DEGREES, 57 MINUTES, 42 SECONDS WEST, 180.0 FEET TO THE EAST LINE OF THE WEST 33.0 FEET OF SAID LOT 4; THENCE SOUTH 00 DEGREES, 52 MINUTES, 27 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 140.62 FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF FAP 848 (IL 43), HARLEM AVENUE, SAID POINT BEING 42.861 METERS (140.62 FEET) NORTH OF THE NORTH LINE OF THE SOUTH 496.00 FEET OF THE NORTH 826.00 FEET OF SAID LOT 4, (AS MEASURED ALONG SAID EAST RIGHT OF WAY LINE); THENCE ALONG AN ASSUMED BEARING NORTH 00 DEGREES 06 MINUTES 19 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE 38.371 METERS (125.89 FEET); THENCE NORTH 39 DEGREES 37 MINUTES 42 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE 12.211 METERS (40.06 FEET) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GUNNISON AVENUE; THENCE NORTH 89 DEGREES 12 MINUTES 12 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 8.689 METERS (28.51 FEET); THENCE SOUTH 61 DEGREES 00 MINUTES 56 SECONDS WEST 12.906 METERS (42.34 FEET); THENCE SOUTH 24 DEGREES 43 MINUTES 12 SECONDS

UNOFFICIAL COPYMont Clare
Page 2 of 3

8.781 METERS (28.81 FEET); THENCE SOUTH 00 DEGREES 06 MINUTES 19 SECONDS WEST 33.646 METERS (110.39 FEET); THENCE SOUTH 89 DEGREES 14 MINUTES 30 SECONDS WEST 1.524 METERS (5.00 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY EASEMENT AGREEMENT BETWEEN HOLIDAY BOWL MIDWEST, INC., A CORPORATION OF DELAWARE, AND THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 10, 1962 AND KNOWN AS TRUST NUMBER 13620 DATED NOVEMBER 2, 1970 AND RECORDED DECEMBER 8, 1970 AS DOCUMENT NUMBER 21337839, OVER AND UPON THAT PART OF LOT 4 IN C. R. BALL SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 496 FEET OF THE NORTH 826 FEET OF SAID LOT 4; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTH 496 FEET OF THE NORTH 826 FEET OF SAID LOT 4 A DISTANCE OF 225 FEET, MEASURED FROM THE CENTER LINE OF NORTH HARLEM AVENUE; THENCE SOUTH AT RIGHT ANGLES TO THE SAID NORTH LINE A DISTANCE OF 60 FEET; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 225 FEET TO THE WEST LINE OF SAID LOT 4, WHICH WEST LINE IS THE CENTER LINE OF NORTH HARLEM AVENUE; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; FOR INGRESS AND EGRESS AND SIGNAGE RIGHTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS, EGRESS AND DRIVEWAY AND PARKING PURPOSES OVER AND ACROSS THAT PART OF LAND AS CREATED BY DECLARATION OF EASEMENTS EXECUTED BY THE EXCHANGE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBERS 13610, 13620 AND 13630, DATED APRIL 26, 1963 AND RECORDED APRIL 26, 1963 AS DOCUMENT 18780507, FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

(1) THAT PART OF LOT 4 OF C. R. BALL SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 18, 343.53 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST ON SAID NORTH LINE 132 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT 4, 330 FEET, THENCE WEST 132 FEET; THENCE NORTH 330 FEET TO THE POINT OF BEGINNING (EXCEPT THE SOUTH 74 FEET OF THE NORTH 133 FEET OF THE WEST 72 FEET)

(2) THE NORTH 330 FEET (EXCEPT THE NORTH 33 FEET AND EXCEPT THE SOUTH 140 FEET AND EXCEPT THE WEST 33 FEET) OF THAT PART OF LOT 4 IN C. R. BALL SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 343.53 FEET,

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Mont Clare
Page 3 of 3

THENCE SOUTH 300 FEET, THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 330 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING (EXCEPT THE SOUTH 74 FEET OF THE NORTH 133 FEET OF THE EAST 258 FEET) AND (EXCEPT THE SOUTH 54 FEET OF THE NORTH 123 FEET OF THE WEST 17 FEET)

(3) THE SOUTH 140 FEET OF THE NORTH 330 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THAT PART OF LOT 4 IN C. R. BALL SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 343.53 FEET, THENCE SOUTH 330 FEET, THENCE WEST TO A POINT ON THE WEST LINE OF SAID LOT 330 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING (EXCEPT THE NORTH 98 FEET OF THE WEST 75 FEET OF THE EAST 248 FEET) AND (EXCEPT THE SOUTH 27 FEET OF THE WEST 35 FEET)

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Financing Statement Exhibit B (Revision Date 5-20-2003)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants, swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- (2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;
- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

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- (7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;
- (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;
- (12) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- (13) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements (collectively, "**Cap Agreements**") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Mortgage, Assignment of Rents and Security Agreement, in favor of Secured Party and encumbering the real property described in Exhibit A) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents; together with:
 - (i) any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (a "**Cap Provider**");
 - (ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;
 - (iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;
 - (iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created;

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- (v) all cash and non-cash proceeds and products of any of the foregoing; and
- (14) All housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development.

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