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FREEDOM TITLE CORP.

6712588 393 Nov 12

Doc#: 1031449045 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/10/2010 03:53 PM Pg: 1 of 10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sonnenschein Nath & Rosenthal LLP
233 S. Wacker Drive, Suite 7800
Chicago, Illinois
Attention: Eric M. Schiller

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
6NM DEVELOPMENT, INC.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1100 LAKE STREET, SUITE 210 OAK PARK IL 60302 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 65156121 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
6 NM RETAIL, INC.

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1100 LAKE STREET, SUITE 210 OAK PARK IL 60302 USA

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION CORPORATION 2f. JURISDICTION OF ORGANIZATION ILLINOIS 2g. ORGANIZATIONAL ID #, if any 66817296 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
U.S. BANK NATIONAL ASSOCIATION

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
11 W. MADISON STREET OAK PARK IL 60302 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE COLLATERAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B", AS IT RELATES TO THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT "A-1" AND EXHIBIT "A-2" ATTACHED HERETO AND INCORPORATED HEREIN.

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

8. OPTIONAL FILER REFERENCE DATA
TO BE FILED WITH THE COOK COUNTY RECORDER, ILLINOIS

Jan-10-11

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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		
6 NM DEVELOPMENT, INC.		
OR	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. <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)

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:

16. Additional collateral description:

SEE EXHIBIT "A-1" AND EXHIBIT "A-2"
ATTACHED HERETO AND MADE A PART
HEREOF.

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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ATTACHMENT TO UCC-1 FINANCING STATEMENT

DEBTOR: **6 NM DEVELOPMENT, INC.**, an Illinois corporation, and **6 NM RETAIL, INC.**, an Illinois corporation

SECURED PARTY: **U.S. BANK NATIONAL ASSOCIATION**,
a national banking association

EXHIBIT A-1

LEGAL DESCRIPTION

PARCEL 1: UNITS 1101, 1201, 1401, 1501, 1601, 1901, 1002, 1102 1902, 503, 703, 803, 903, 1003, 1303, 1403, 1503, 1603, 1803, 1903, 1004, 1204, 1304, 1804, 505, 705, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1406, 1506, 1606, 807, 1208, 1408, 1508, 610, 710, 910, 611, 711, AND PL-1, PL-2, PL-3, PL-8, PL-12, PL-13, PL-14, PL-15, PL-16, PL-17, PL-18, PL-19, P2-1, P2-2, P2-5, P2-10, P2-11, P2-12, P2-18, P2-20, P2-22, P2-23, P2-24, P2-25, P2-26, P2-27, P2-29, P2-30, P2-31, P3-2, P3-3, P3-5, P3-14, P3-22, P3-24, P3-25, P3-26, P3-27, P3-28, P3-29, P3-31, P4-8, P4-14, P4-16, P4-18, P4-23, P4-24, P4-26, P4-29, P4-30, AND P4-32 IN THE SIX NORTH MICHIGAN CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0829718125 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS RECORDED OCTOBER 23, 2008 AS DOCUMENT NO. 0829718124.

Common Address of Property: 6 N. Michigan Avenue
Chicago, Illinois

UNOFFICIAL COPY**ATTACHMENT TO UCC-1 FINANCING STATEMENT**

DEBTOR: **6 NM DEVELOPMENT, INC.**, an Illinois corporation, and **6 NM RETAIL, INC.**, an Illinois corporation

SECURED PARTY: **U.S. BANK NATIONAL ASSOCIATION**, a national banking association

EXHIBIT A-2**LEGAL DESCRIPTION**

PARCEL 3:

RETAIL PARCEL 1 OF PARCEL 3: THAT PART OF LOTS 6 AND 7 IN BLOCK 15 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.29 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.78 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7 AFORESAID; THENCE SOUTH 89°53'59" WEST ALONG THE SOUTH LINE OF LOT 7 AFORESAID, 162.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7 AFORESAID; THENCE NORTH 00°02'23" WEST ALONG THE WEST LINE OF LOT 7 AFORESAID, 13.74 FEET; THENCE SOUTH 89°19'21" EAST, 4.17 FEET; THENCE NORTH 00°40'39" EAST, 8.73 FEET; THENCE SOUTH 89°19'21" EAST, 50.05 FEET; THENCE SOUTH 00°40'39" WEST, 0.21 FEET; THENCE SOUTH 89°19'21" EAST, 13.45 FEET; THENCE NORTH 00°40'39" EAST, 14.47 FEET; THENCE SOUTH 89°19'21" EAST, 13.59 FEET; THENCE NORTH 00°40'39" EAST, 4.63 FEET; THENCE SOUTH 89°19'21" EAST, 7.80 FEET; THENCE SOUTH 00°40'39" WEST, 1.50 FEET; THENCE SOUTH 89°19'21" EAST, 20.28 FEET; THENCE NORTH 00°40'39" EAST, 1.50 FEET; THENCE SOUTH 89°19'21" EAST, 47.34 FEET; THENCE SOUTH 00°40'39" WEST, 2.80 FEET; THENCE SOUTH 89°19'21" EAST, 5.69 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°01'07" WEST ALONG THE EAST LINE OF LOT 7 AFORESAID, 36.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2 OF PARCEL 3: THAT PART OF LOTS 6 AND 7 IN BLOCK 15 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +35.29 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.78 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS

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HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7 AFORESAID; THENCE
 NORTH 00°01'07" EAST ALONG THE EAST LINE OF LOTS 6 AND 7 AFORESAID, 50.27 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 88°57'08" WEST, 5.36 FEET; THENCE
 SOUTH 01°02'52" WEST, 2.77 FEET; THENCE NORTH 88°57'08" WEST, 12.45 FEET; THENCE
 NORTH 01°02'52" EAST, 7.21 FEET; THENCE NORTH 88°57'08" WEST, 19.60 FEET; THENCE
 SOUTH 01°02'52" WEST, 0.90 FEET; THENCE NORTH 88°57'08" WEST, 3.09 FEET; THENCE
 NORTH 01°02'52" EAST, 11.80 FEET; THENCE SOUTH 88°57'08" EAST, 5.05 FEET; THENCE
 NORTH 01°02'52" EAST, 5.05 FEET; THENCE NORTH 88°57'08" WEST, 36.46 FEET, THENCE
 SOUTH 01°02'52" WEST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 9.16 FEET; THENCE
 NORTH 01°02'52" EAST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 7.57 FEET; THENCE
 NORTH 01°02'52" EAST, 15.58 FEET TO THE NORTH LINE OF SAID LOT 6 AFORESAID;
 THENCE SOUTH 88°56'18" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID, 88.00
 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AFORESAID; THENCE SOUTH
 00°01'07" WEST ALONG THE EAST LINE OF LOTS 6 AND 7 AFORESAID, 35.95 FEET TO THE
 POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR
 INGRESS AND EGRESS AS DEFINED AND SET FORTH IN THE DECLARATION OF
 COVENANTS, CONDITIONS AND EASEMENTS RECORDED OCTOBER 23, 2008 AS
 DOCUMENT NO. 0829718124.

Common Address of Property: 6 N. Michigan Avenue
 Chicago, Illinois

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FEET; THENCE NORTH 01°02'52" EAST, 5.05 FEET; THENCE NORTH 88°57'08" WEST, 36.46 FEET, THENCE SOUTH 01°02'52" WEST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 9.16 FEET; THENCE NORTH 01°02'52" EAST, 6.95 FEET; THENCE NORTH 88°57'08" WEST, 7.57 FEET; THENCE NORTH 01°02'52" EAST, 15.58 FEET TO THE NORTH LINE OF SAID LOT 6 AFORESAID; THENCE SOUTH 88°56'18" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID, 88.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AFORESAID; THENCE SOUTH 00°01'07" WEST ALONG THE EAST LINE OF LOTS 6 AND 7 AFORESAID, 35.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS AS DEFINED AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS RECORDED OCTOBER 23, 2008 AS DOCUMENT NO. 0829718124.

PIN NUMBERS: 17-10-312-017-1007 (UNIT 1101), 1008 (1201), 1010 (1401), 1011 (1501), 1012 (1601), 1015 (1901), 1021 (1002), 1022 (1102), 1024 (1902), 1025 (503), 1027 (703), 1028 (803), 1029 (903), 1030 (1003), 1033 (1303), 1034 (1403), 1035 (1503), 1036 (1603), 1037 (1803), 1038 (1903), 1043 (1004), 1045 (1204), 1046 (1304), 1048 (1804), 1049 (505), 1051 (705), 1053 (905), 1054 (1005), 1055 (1105), 1056 (1205), 1057 (1305), 1058 (1405), 1059 (1505), 1060 (1605), 1070 (1406), 1071 (1506), 1072 (1606), 1074 (807), 1084 (1208), 1086 (1408), 1087 (1508), 1102 (610), 1103 (710), 1105 (910), 1110 (611), 1111 (711), 1121 (PL-1), 1122 (PL-2), 1123 (PL-3), 1128 (PL-8), 1132 (PL-12), 1133 (PL-13), 1134 (PL-14), 1135 (PL-15), 1136 (PL-16), 1137 (PL-17), 1138 (PL-18), 1139 (PL-19), 1140 (P2-1), 1141 (P2-2), 1144 (P2-5), 1149 (P2-10), 1150 (P2-11), 1151 (P2-12), 1157 (P2-18), 1159 (P2-20), 1161 (P2-22), 1162 (P2-23), 1163 (P2-24), 1164 (P2-25), 1165 (P2-26), 1166 (P2-27), 1168 (P2-29), 1169 (P2-30), 1170 (P2-31), 1172 (P3-2), 1173 (P3-2), 1175 (P3-5), 1184 (P3-14), 1192 (P3-22), 1194 (P3-24), 1195 (P3-25), 1196 (P3-26), 1197 (P3-27), 1198 (P3-28), 1199 (P3-29), 1201 (P3-31), 1209 (P4-8), 1215 (P4-14), 1217 (P4-16), 1219 (P4-18), 1224 (P4-23), 1225 (P4-24), 1227 (P4-26), 1230 (P4-29), 1231 (P4-30) AND 1233 (P4-32)

PIN NUMBER 17-10-312-016 AFFECTS THE RETAIL PARCEL

PROPERTY ADDRESS: 6 N. MICHIGAN AVENUE, CHICAGO, IL 60602

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ATTACHMENT TO UCC-1 FINANCING STATEMENT

DEBTOR: **6 NM DEVELOPMENT, INC.**, an Illinois corporation, and **6 NM RETAIL, INC.**, an Illinois corporation

SECURED PARTY: **U.S. BANK NATIONAL ASSOCIATION**, a national banking association

EXHIBIT B

COLLATERAL DESCRIPTION

As used herein, the term "Premises" means those certain tracts, pieces and parcels of land described in Exhibit A-1 and Exhibit A-2 attached hereto and made a part hereof, together with all existing and future easements and rights affording access to it:

This financing statement covers, and Debtor hereby grants to and creates in favor of the Secured Party, a continuing security interest and lien under the UCC and all other applicable laws in and to all estate, right, title and interest now or hereafter owned by Debtor (all or any part of such property or any interest in all or any part of it, as the context may require (the "Collateral")):

1. All buildings, structures and improvements now located or hereafter erected, constructed or located on the Premises or any portion thereof, including articles now or hereafter attached or affixed thereto or located thereon and owned or ground leased by Debtor, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (the "Improvements"), all of which shall be deemed and construed to be part of the realty; together with
2. All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including any rights of Debtor under the OEA, and including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development, zoning and land use rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with
3. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with
4. All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A-1 or Exhibit A-2 or not, which may be

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reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

5. All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Mortgage; together with

6. All building materials, equipment, work in process, supplies of any nature or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

7. All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserves set forth in the Budget and any other bank accounts of Debtor opened with Secured Party; together with

8. All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all Earnest Money Deposits, Upgrade Deposits or Storage Locker Deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights (including under any Sales Contract), development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; together with

9. All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

10. All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory; together with

11. All existing and future rights of Debtor under or with respect to the Six North Michigan Condominium Declaration, Condominium Documents, and all Condominium Units, common elements and any other rights relating to the Premises, whether now existing or subsequently arising, under any and all laws now existing or later enacted relating to condominiums together with all existing and future

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rights of Debtor under or with respect to documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises; together with

12. All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

DEFINITIONS

“Budget” means that certain Budget attached as “Exhibit D” to the Loan Agreement, as the same may be amended from time to time, in accordance therewith.

“Building” means that certain twenty-two (22) story building located at 6 North Michigan Avenue in Chicago, Illinois, consisting of approximately 120 Residential Units, 6,690 square feet of ground retail space, 113 Parking Units, a fitness center, a community meeting space, rooftop terrace, and a basement.

“Condominium Documents” means, collectively, the Six North Michigan Condominium Declaration, the Plat of Condominium recorded in connection with the Six North Michigan Condominium Declaration, all plans, schedules and other details defining the Units and the general common elements and limited common elements, standard form of purchase agreements to be used in connection with the sale of Units, any property reports attached as exhibits to the foregoing, and any amendments, exhibits and attachments to any of the foregoing.

“Condominium Unit” means a for-sale residential dwelling designed and intended for single-family use or other such uses permitted by the Six North Michigan Condominium Declaration, but specifically excluding any Parking Unit.

“Earnest Money Deposit” means any earnest money deposit made by a purchaser in connection with any Sales Contract as held by an escrow agent approved by Secured Party.

“Loan” means that certain \$30,000,000 loan evidenced by the Note and secured by the Mortgage.

“Loan Agreement” means that certain Amended and Restate Loan Agreement dated as of September 1, 2010 executed by Debtor and Secured Party, as the same may be amended from time to time.

“Mortgage” means the Amended and Restated Real Estate Mortgage dated as of September 1, 2010 duly executed by Debtor to Secured Party, as the same may be amended from time to time.

“Note” means that certain Amended and Restated Mortgage Note dated as of September 1, 2010 by Debtor and payable to Secured Party in the principal amount of the Loan, as the same may be amended from time to time.

“OEA” means that certain Operation and Reciprocal Easement Agreement dated October 22, 2008 and recorded October 23, 2008 with the Cook County Recorder, Illinois as Document No. 0829718124 (as amended, modified or supplemented from time to time with the consent of Secured Party as required).

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“Parking Space Unit” means a for-sale parking space located at the Project designed and intended for the parking of a single passenger vehicle under the Six North Michigan Condominium Declaration.

“Project” means, collectively, the Premises and the Improvements.

“Retail Property” means that certain real property described in Exhibit A-2.

“Retail Unit” means a for-sale retail unit of space located on the Retail Property at the Project and designed and intended for commercial retail use.

“Sales Contract” means a contract for the sale of any Unit.

“Six North Michigan Condominium Declaration” means that certain Declaration of Condominium for Six North Michigan Condominium dated October 22, 2008 and recorded October 23, 2008 with the Cook County Recorder, Illinois as Document No. 0829718125 as amended by that certain First Amendment to Declaration of Condominium dated November 8, 2008 and recorded November 10, 2008 with the Cook County Recorder, Illinois as Document No. 0831545000 (as amended, modified or supplemented from time to time with the consent of Secured Party as required).

“Storage Locker Deposit” means any deposit made by a buyer to Debtor in connection with a Sales Contract for a storage locker in the Building as held by an escrow agent approved by Secured Party.

“Unit” means any of (i) a Condominium Unit, (ii) a Retail Unit and (iii) Parking Space Unit.

“Upgrade Deposit” means any deposit made by a buyer to Debtor in connection with a Sales Contract of a Unit for upgrades to such Unit as held by an escrow agent approved by Secured Party.