

# UNOFFICIAL COPY



1319922047

Doc#: 1319922047 Fee: \$62.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/18/2013 11:52 AM Pg: 1 of 13

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cadwalader, Wickersham & Taft LLP  
227 West Trade Street, Suite 2400  
Charlotte, North Carolina 28202  
Attn: James P. Carroll, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

No 1130732 40F4-1416

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  
DEARKIN RES (DE) LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
701 East 83rd Avenue Merrillville IN 46410 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
limited liability company DE 5346700  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. TAX ID #: SSN OR EIN 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  
BANK OF AMERICA, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
214 North Tryon Street Charlotte NC 28255 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof for a description of Real Property.  
See Exhibit B attached hereto and made a part hereof for a description of Collateral.

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

8. OPTIONAL FILER REFERENCE DATA

File with Cook County, Illinois. (Marriott Chicago- 14827.467)

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT</b>			
9a. ORGANIZATION'S NAME DEARKIN RES (DE) LLC			
OR	9b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

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<b>11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names</b>				
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

<b>12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)</b>				
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 attached hereto and made a part hereof for description of Real Property.

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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EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT

Legal Description

PARCEL 1: (Hotel Parcel plus Retail Parcels A and B - Fee)

THE EAST 66.0 FEET OF THE FOLLOWING TRACT; LOTS 1 AND 2 IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998, LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF LOTS 13, 14, 15 AND 16 IN BLOCK 2 AFORESAID, ALL IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM ANY PART FALLING WITHIN THE FOLLOWING DESCRIBED RESIDENTIAL PARCELS A THROUGH G:

RESIDENTIAL PARCEL A

THAT PART OF LOTS 1 TO 4, ALL INCLUSIVE, IN ASSESSOR'S DIVISION OF LOT 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.09 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.66 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°05'44" EAST ALONG THE EAST LINE OF LOT 1 AFORESAID, 100.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°50'48" WEST ALONG THE SOUTH LINE OF LOT 3 AFORESAID, 55.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°50'48" WEST ALONG THE SOUTH LINE AFORESAID, 10.32 FEET; THENCE NORTH 00°05'44" WEST, 21.98 FEET; THENCE NORTH 89°54'16" EAST, 12.12 FEET; THENCE SOUTH 00°05'44" EAST, 9.81 FEET; THENCE SOUTH 89°54'16" WEST, 1.80 FEET; THENCE SOUTH 00°05'44" EAST, 12.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RESIDENTIAL PARCEL B

THAT PART OF LOTS 1 AND 2 IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998, TAKEN AS A TRACT, IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

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LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.09 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.66 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°05'44" WEST ALONG THE EAST LINE OF SAID LOT 1 AND IT NORTHERLY EXTENSION, 118.17 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN ASSESSOR'S DIVISION OF LOTS 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89°50'48" WEST ALONG THE SOUTH LINE OF LOT 3 AFORESAID, 55.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°50'48" WEST, 10.32 FEET; THENCE SOUTH 00°05'44" EAST, 38.93 FEET; THENCE NORTH 89°54'16" EAST, 10.32 FEET; THENCE NORTH 00°05'44" WEST, 38.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RESIDENTIAL PARCEL C

THAT PART OF LOTS 1 TO 4, ALL INCLUSIVE, IN ASSESSOR'S DIVISION OF LOT 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +257.62 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +33.09 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°05'44" EAST ALONG THE EAST LINE OF LOT 1, 2 AND 3 AFORESAID, 100.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°50'48" WEST, ALONG THE SOUTH LINE OF LOT 3 AFORESAID 66.00 FEET; THENCE NORTH 00°05'44" WEST 12.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°05'44" WEST, 9.81 FEET; THENCE NORTH 89°54'16" EAST, 12.12 FEET; THENCE SOUTH 00°05'44" EAST, 9.81 FEET; THENCE SOUTH 89°54'16" WEST, 12.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RESIDENTIAL PARCEL D

THAT PART OF LOTS 1 TO 4, ALL INCLUSIVE, IN ASSESSOR'S DIVISION OF LOT 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +269.99 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +257.62 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°05'44" EAST ALONG THE EAST LINE OF LOT 1 AFORESAID, 100.17 FEET TO THE SOUTHEAST CORNER OF

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SAID LOT 3; THENCE NORTH 89°50'48" WEST ALONG THE SOUTH LINE OF LOT 3 AFORESAID, 29.82 FEET; THENCE NORTH 00°05'44" WEST, 29.47 FEET; THENCE SOUTH 89°54'16" WEST, 5.78 FEET; THENCE NORTH 00°05'44" WEST, 8.56 FEET; THENCE SOUTH 89°54'16" WEST, 22.67 FEET; THENCE SOUTH 00°05'44" EAST, 15.90 FEET; THENCE NORTH 89°54'16" EAST, 4.39 FEET; THENCE SOUTH 00°05'44" EAST, 9.81 FEET; THENCE SOUTH 89°54'16" WEST, 12.12 FEET; THENCE NORTH 00°05'44" WEST, 88.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°49'45" EAST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RESIDENTIAL PARCEL E

THAT PART OF LOTS 1 AND 2 IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998, TAKEN AS A TRACT, IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +269.99 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +257.62 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°05'44" WEST ALONG THE EAST LINE OF LOT 1 AFORESAID, 92.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°54'16" WEST, 7.88 FEET; THENCE NORTH 00°05'44" WEST, 4.05 FEET; THENCE SOUTH 89°54'16" WEST, 21.94 FEET; THENCE NORTH 00°05'44" WEST, 22.05 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION OF LOTS 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 89°50'48" EAST ALONG THE SOUTH LINE OF LOT 3 AFORESAID, 29.82 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°05'44" EAST ALONG THE EAST LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, 29.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RESIDENTIAL PARCEL F

THAT PART OF LOTS 1 TO 4, ALL INCLUSIVE, IN ASSESSOR'S DIVISION OF LOT 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +282.23 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +269.99 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°05'44" EAST ALONG THE EAST LINE OF LOTS 1, 2 AND 3 AFORESAID, 100.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°50'48" WEST ALONG THE SOUTH LINE

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OF SAID LOT, 66.00 FEET; THENCE NORTH 00°05'44" WEST, 7.72 FEET; THENCE NORTH 89°54'16" EAST, 30.62 FEET; THENCE NORTH 00°05'44" WEST, 30.36 FEET; THENCE SOUTH 89°54'16" WEST, 30.62 FEET; THENCE NORTH 00°05'44" WEST, 62.12 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°49'45" EAST ALONG THE NORTH LINE OF SAID LOT, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## RESIDENTIAL PARCEL G

THAT PART OF LOTS 1 AND 2 IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7, 1988 AS DOCUMENT NO. 88463998, TAKEN AS A TRACT, IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +282.23 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +269.99 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00°05'44" WEST ALONG THE EAST LINE OF SAID LOT, 118.17 FEET TO THE SOUTHEAST CORNER OF LOT 3 IN ASSESSOR'S DIVISION OF LOTS 13, 14, 15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO AFORESAID; THENCE NORTH 89°50'48" WEST, 66.00 FEET; THENCE SOUTH 00°05'44" EAST, 39.08 FEET; THENCE NORTH 89°54'16" EAST, 31.60 FEET; THENCE SOUTH 00°05'44" EAST, 26.04 FEET; THENCE SOUTH 89°54'16" WEST, 31.61 FEET; THENCE SOUTH 00°05'44" EAST, 53.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 AFORESAID; THENCE SOUTH 89°51'51" EAST ALONG THE SOUTH LINE OF SAID LOTS, 66.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2: (Ground Lease Parcel)

LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT ATTACHED HERETO, CREATED BY THE LEASE DATED SEPTEMBER 20, 2006 MADE BY AND BETWEEN 51 WEST HUBBARD LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LANDLORD, AND DEARKIN RES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, AS TENANT, AS EVIDENCED BY A MEMORANDUM OF LEASE DATED SEPTEMBER 20, 2006 AND RECORDED OCTOBER 4, 2006 AS DOCUMENT NUMBER 0627717183 AND AS ASSIGNED BY DEARKIN RES, LLC, TO DEARKIN RES (DE) LLC, A DELAWARE LIMITED LIABILITY COMPANY BY A MEMORANDUM OF ASSIGNMENT OF GROUND LEASE DATED JULY 18, 2013 AND RECORDED JULY 18, 2013 AS DOCUMENT NUMBER 1319922045, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED REAL ESTATE FOR A TERM OF 99 YEARS COMMENCING SEPTEMBER 20, 2006:

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LOTS 1, 2, 3, AND 4, TAKEN AS A TRACT, EXCEPT THE EAST 66.00 FEET THEREOF, BUT SPECIFICALLY EXCLUDING ANY PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID TRACT IN ASSESSOR'S DIVISION OF LOTS 13,14,15 AND 16 IN BLOCK 2 IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 FOR ACCESS AND SEWER SERVICE AS CREATED BY THE GRANT OF ACCESS AND SEWER EASEMENT DATED AS OF SEPTEMBER 20,2006 AND RECORDED OCTOBER 4,2006 AS DOCUMENT NUMBER 0627717185 OVER AND ACROSS THE FOLLOWING PARCEL:

THE WEST 23.58 FEET OF THE EAST 89.58 FEET OF LOTS 1, 2 AND 3, TAKEN AS A TRACT, IN BLOCK 2, TOGETHER WITH THE EAST-WEST 18 FOOT PUBLIC ALLEY VACATED BY ORDINANCE RECORDED OCTOBER 7,1988 AS DOCUMENT NO. 88463998 LYING NORTH OF AND ADJOINING SAID LOTS, EXCEPT THE EAST 66.00 FEET THEREOF, ALL IN WOLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4; OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 FOR MAINTENANCE, STRUCTURAL SUPPORT, FACILITIES, HOTEL EASEMENT FACILITIES, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES AND ENCROACHMENTS AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD DATED AS OF MAY 27, 2009 AND RECORDED JUNE 23, 2009 AS DOCUMENT NUMBER 0917418066, AS AMENDED BY AMENDMENT OF DECLARATION DATED AS OF DECEMBER 31, 2010 AND RECORDED JANUARY 14, 2011 AS DOCUMENT 1104113029, OVER AND ACROSS THE RESIDENTIAL PARCEL AS DEFINED IN THE DECLARATION AFORESAID.

Property Address: 410 N. Dearborn, Chicago, IL

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EXHIBIT B  
TO  
UCC-1 FINANCING STATEMENT  
(Retail/Industrial/Office/Multifamily)

**Debtor****Secured Party**

DEARKIN PES (DE) LLC

BANK OF AMERICA, N.A.

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Land, the Improvements, and all right, title, interest and estate of Debtor in and to the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Property");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Leasehold Estate. The leasehold interest ("Ground Leasehold Estate") in certain plot(s), piece(s) or parcel(s) of real property and certain air rights, if any, located above the Land pursuant to that certain ground lease described in Exhibit B attached hereto (as hereinafter from time to time amended, supplemented, renewed or replaced by a new lease, the "Ground Lease");

(c) Ground Lease. The Ground Lease, with all rights, privileges and prerogatives of Debtor, as tenant under the Ground Lease and owner of the ground leasehold estate, of use, occupancy and enjoyment and in and to all rents, income and profits arising from or pursuant to the Ground Lease together with all amendments, extensions, renewals and modifications of the Ground Lease and all credits, deposits, options and privileges of Debtor as lessee under the Ground Lease including, without limitation, the right, privilege and prerogative of Debtor, if any, as tenant under the Ground Lease, to during the continuance of an Event of Default, surrender the leasehold estate created by the Ground Lease or to terminate, cancel, modify, change, supplement, alter or amend the Ground Lease or to renew or extend the Ground Lease for a succeeding term or terms (such right to surrender, terminate, cancel, modify, change, supplement, alter, amend, renew or extend the Ground Lease being granted to Secured Party during the continuance of an Event of Default with a power of attorney coupled with an interest), and all rights of Debtor under the Ground Lease in connection with any bankruptcy or insolvency proceeding of the lessor under the Ground Lease, if any, including all the right, title, claim or demand whatsoever of Debtor either in law or in equity, in possession or expectancy, of, in and to Secured Party's right, as tenant under the Ground Lease, to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat the Ground Lease as terminated in the event (i) of the bankruptcy, reorganization or insolvency of the landlord under the Ground Lease (the "Ground Lessor"), and (ii) the rejection of the Ground Lease by Ground Lessor, as debtor in possession, or by a trustee for Ground Lessor, pursuant to Section 365 of the Bankruptcy Code;



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(d) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Fee and Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement given by the Debtor to and for the benefit of Secured Party, dated as of July 17, 2013 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Security Instrument");

(e) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter created or located on the Land (collectively, the "Improvements");

(f) Easements. All easements, rights-of-way or use, rights, 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, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(g) Equipment. All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Manager or tenants under Leases (hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

(h) Fixtures and Personal Property. All machinery, equipment, software, franchises, furniture and fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets,

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lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers) and other customary hotel equipment and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, including, without limitation, "Inventories of Merchandise" and "Inventories of Supplies" as defined in the Uniform Commercial Code, which are now or hereafter owned by Debtor and which are used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Fixtures**") and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor, if any, in and to any of the Personal Property 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 Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(i) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land, the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, and proceeds, if any, from business interruption or other loss of income or insurance, including, without limitation, all hotel receipts, revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership

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fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(j) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the 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 Property;

(k) Condemnation Awards. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(l) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(m) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (including liquor licenses to the extent Debtor is permitted to do so pursuant to applicable laws), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder and all management, service, supply and maintenance contracts and agreements (collectively, the “**Agreements**”);

(o) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, if any;

(p) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;

(q) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, the Deposit Account, the Cash Management Account and all accounts established pursuant to Article 10 of the Loan Agreement together with all deposits or wire transfers made to the Deposit

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Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(r) Credit Card Receipts. All accounts and accounts receivable, including all present and future rights to payment from any consumer credit or charge card organization or entity (such as those organizations which sponsor or administer the American Express, Carte Blanche, Discover Card, Diners Club, Visa, Master Card and similar charge and credit cards) arising out of the leasing and operation of, or the business conducted at or in relation to, any of the Property;

(s) Hotel Revenue. All revenue and income received by or on behalf of Debtor or Manager resulting from the operation of the Property as a hotel, including all sums (i) paid by customers for the use of hotel rooms located within the Property, (ii) derived from food and beverage operations located within the Property (including, without limitation, from the sale of alcoholic beverages), (iii) generated by other hotel operations, including without limitation any parking, convention, sports, banquet facilities, golf courses and recreational facilities and (iv) business interruption insurance proceeds;

(t) Hotel Accounts. All deposit, operating or other accounts including the entire balance therein (now or hereafter existing) maintained by or on behalf of Debtor with any other banking or financial institution, and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Debtor related to the Property which at any time shall come into the possession, custody or control of any other banking or financial institution;

(u) Hotel Agreements. All agreements now or hereafter entered into by or on behalf of Debtor with any party with respect to the management, franchising (to the extent assignable), leasing, brokerage, promotional, marketing or consulting services rendered or to be rendered, with respect to the management, franchising (to the extent assignable), leasing, promotion, marketing, operation or sale of any portion of the Property, including the Management Agreement and, to the extent assignable, the Franchise Agreement, and the proceeds thereof (including distributions and other payments thereunder) and any license agreements;

(v) Hotel Books. All books, records and computer software in which Debtor has an ownership or licensing interest concerning any of the foregoing;

(w) Franchise Agreement. All of Debtor's assignable interest in the Franchise Agreement (as defined in the Loan Agreement);

(x) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (w) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(y) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (x) above.

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Capitalized terms not defined herein shall have the meanings set forth in that certain Loan Agreement between Debtor and Secured Party dated of even date with the Security Instrument (the "Loan Agreement").

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