

UNOFFICIAL COPY



1519117095

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1519117095 Fee: \$60.25

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 07/10/2015 03:24 PM Pg: 1 of 10

A. NAME & PHONE OF CONTACT AT FILER (optional) Jennifer Garvin / (770) 690-4731
B. E-MAIL CONTACT AT FILER (optional) jennifer.garvin@voya.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Voya Investment Management 5780 Powers Ferry Road NW, Suite 300 Atlanta, GA 30327 ATTN: Mortgage Loan Servicing Department

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME THE AUSTIN 1900 BUILDING LIMITED PARTNERSHIP					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1900 N. AUSTIN			CITY CHICAGO	STATE IL	POSTAL CODE 60639
				COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
				COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME RELIASTAR LIFE INSURANCE COMPANY					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 5780 POWERS FERRY RD NW, STE 300			CITY ATLANTA	STATE GA	POSTAL CODE 30327-4349
				COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

SEE EXHIBIT A (Excepting that part described on Schedule 1) AND EXHIBIT B ATTACHED HERETO.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Voya # 28231 - Austin 1900 Building, LP- Cook County, IL Recorder of Deeds

Y
10
7
M
S
E
INT

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

THE AUSTIN 1900 BUILDING LIMITED**PARTNERSHIP**OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

RELIASTAR LIFE INSURANCE COMPANYOR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

5780 POWERS FERRY RD NW, STE 300

CITY

ATLANTA

STATE

GA

POSTAL CODE

30327-4349

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

SEE EXHIBIT A (Excepting that part described on Schedule 1) AND EXHIBIT B ATTACHED HERETO.13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See attached for legal description.

17. MISCELLANEOUS:

Voya # 28231 - Austin 1900 Building, LP- Cook County, IL Recorder of Deeds

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

1900 N. Austin Metroplex (IL)

EXHIBIT A Legal Description

PARCEL 1:

A TRACT OF LAND CONSISTING OF PART OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, PART OF THE VACATED ALLEYS LYING WITHIN SAID BLOCKS AND PART OF VACATED NORTH MCVICKER AVENUE, NORTH MOODY AVENUE, NORTH MELVINA AVENUE, NORTH MERRIMAC AVENUE, NORTH MOBILE AVENUE, NORTH MULLIGAN AVENUE AND WEST CORTLAND STREET ALL IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32 IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 1 AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 1 AND A WESTWARD EXTENSION THEREOF, A DISTANCE OF 450.19 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTH ALONG A SOUTHWARD EXTENSION OF THE EAST LINE OF SAID BLOCK 2, A DISTANCE OF 33.00 FEET TO THE CENTERLINE OF VACATED WEST CORTLAND STREET, THENCE WEST ALONG SAID CENTERLINE OF VACATED WEST CORTLAND STREET, A DISTANCE OF 1066.41 FEET TO ITS INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WEST LINE OF SAID BLOCK 4, SAID POINT OF INTERSECTION BEING 33.00 FEET SOUTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION OF THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 33.00 FEET TO SAID SOUTHWEST CORNER OF BLOCK 4; THENCE WEST ALONG THE SOUTH LINE AND AN EASTWARD AND WESTWARD EXTENSION OF SAID SOUTH LINE OF SAID BLOCK 5, A DISTANCE OF 297.38 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE CENTERLINE OF VACATED NORTH MOBILE AVENUE; THENCE NORTHWARDLY ALONG THE CENTERLINE OF SAID VACATED NORTH MOBILE AVENUE, A DISTANCE OF 121.50 FEET, THENCE WEST PARALLEL WITH AN EASTWARD EXTENSION OF THE SOUTH LINE OF SAID BLOCK 6, A DISTANCE OF 33.01 FEET TO THE EASTERLY LINE OF SAID BLOCK 6, THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 756.57 FEET TO A POINT ON THE WEST LINE OF BLOCK 7 SAID POINT BEING 258.50 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 7, THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 270.00 FEET TO A POINT WHICH IS 528.50 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID BLOCK 7, THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 637.35 FEET TO A POINT WHICH IS 509.32 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE SOUTH LINE OF SAID BLOCK 6, THENCE CONTINUING EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 5,749.65 FEET, A DISTANCE OF 164.58 FEET TO A POINT WHICH IS 506.73 FEET, MEASURED PERPENDICULARLY, NORTH FROM SAID WESTWARD EXTENSION OF THE SOUTH LINE OF BLOCK 5; THENCE CONTINUING EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 1716.49 FEET TO A POINT WHICH IS 504.23 FEET, MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE AND 67.00 FEET, MEASURED PERPENDICULARLY, WEST FROM THE EAST LINE OF SAID BLOCK 1; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 70.74 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 1 WHICH IS 482.15 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID BLOCK 1 AND THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 482.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND IN BLOCK 1 IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 1 (WITH THE SOUTH LINE OF SAID

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

BLOCK 1 HAVING A BEARING OF NORTH 89 DEGREES 55 MINUTES 00 SECOND EAST; THENCE NORTH 00 DEGREE, 35 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1 A DISTANCE OF 482.15 FEET TO THE POINT OF BEGINNING FOR SAID PARCEL OF LAND, THENCE NORTH 71 DEGREES, 52 MINUTES 48 SECONDS WEST A DISTANCE OF 70.74 FEET TO A POINT WHICH IS 504.23 FEET (BY RECTANGULAR MEASUREMENT) NORTH FROM THE SOUTH LINE AND 67.00 FEET (BY RECTANGULAR MEASUREMENT) WEST FROM THE EAST LINE OF SAID BLOCK 1 THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECONDS EAST A DISTANCE OF 67.00 FEET TO THE EAST LINE OF SAID BLOCK 1, THENCE SOUTH 00 DEGREES 35 MINUTES, 30 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS

PARCEL 3:

THE EAST 1/2 OF BLOCK 26 (EXCEPT THE SOUTH 480.00 FEET THEREOF), LYING EAST OF THE EAST LINE OF PUBLIC ALLEY IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 4:

LOT 1 IN DAVID GOWDY'S SUBDIVISION OF THE SOUTH 480.00 FEET OF THE EAST 1/2 LYING EAST OF THE EAST LINE OF A PUBLIC ALLEY OF BLOCK 26 IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOT 2 IN DAVID GOWDY'S SUBDIVISION OF THE SOUTH 480.00 FEET OF THE EAST 1/2, LYING EAST OF THE EAST LINE OF A PUBLIC ALLEY OF BLOCK 26 IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

A NON-EXCLUSIVE, PERPETUAL EASEMENT CREATED BY GRANT RECORDED DECEMBER 30, 1960 AS DOCUMENT NUMBER 18051017, TO USE FOR ROADWAY PURPOSES FOR THE BENEFIT OF PARCEL 1 THOSE TWO (2) CERTAIN STRIPS OF PROPERTY 40.00 FEET IN WIDTH SITUATED IN THE CITY OF CHICAGO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

TRACT 1:

A STRIP OF LAND IN THE KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32 AND IN COUNTY CLERK'S DIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 32 AND ALSO IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF CHICAGO, SAID STRIP BEING 40.00 FEET IN WIDTH AND BEING CONTIGUOUS NORTHERLY OF A LINE DESCRIBED AS FOLLOWS TO-WIT:

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

STARTING AT A POINT IN THE WEST LINE OF NORTH CENTRAL AVENUE A PUBLIC STREET IN SAID CITY OF CHICAGO 41.00 FEET SOUTH OF THE NORTH LINE OF SAID KEENEY INDUSTRIAL DISTRICT, WHICH IS THE CENTERLINE OF MAIN STREET IN VACATED PECK'S ADDITION; THENCE WESTERLY PARALLEL TO SAID LINE A DISTANCE OF 1386.00 FEET TO A POINT; THENCE NORTHWESTERLY 156.15 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE EAST LINE OF NORTH MONITOR AVENUE A PUBLIC STREET IN SAID CITY OF CHICAGO AND THE CENTERLINE OF SAID MAIN STREET IN VACATED PECK'S ADDITION; THENCE WESTERLY ALONG THE CENTERLINE OF SAID MAIN STREET A DISTANCE OF 945.89 FEET, MORE OR LESS TO A POINT 76.00 FEET EASTERLY OF THE EAST LINE OF NORTH AUSTIN AVENUE A PUBLIC STREET IN SAID CITY OF CHICAGO, MEASURED ALONG THE CENTERLINE OF SAID MAIN STREET, THENCE NORTHWESTERLY 76.30 FEET, MORE OR LESS TO A POINT 13.67 FEET EASTERLY OF THE EAST LINE OF SAID NORTH AUSTIN AVENUE AND 44.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN STREET AS MEASURED AT RIGHT ANGLES; THENCE WESTERLY PARALLEL TO THE CENTERLINE OF SAID MAIN STREET, PRODUCED 79.67 FEET, MORE OR LESS TO THE WEST LINE OF SAID NORTH AUSTIN AVENUE, IN COOK COUNTY, ILLINOIS

TRACT 2:

A STRIP OF LAND IN THE COUNTY CLERK'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 32 AND A GALE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32 ALL IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN THE CITY OF CHICAGO SAID STRIP BEING 40.00 FEET IN WIDTH AND BEING BOUNDED ON THE SOUTH BY THE STRIP OF LAND DESCRIBED IN TRACT 1 HEREINAFORE SET FORTH AND BEING CONTIGUOUS EASTERLY AND NORTHERLY OF A LINE DESCRIBED AS FOLLOWS TO-WIT:

START AT A POINT IN THE EAST LINE OF NORTH AUSTIN AVENUE, A PUBLIC STREET IN THE CITY OF CHICAGO 44.00 FEET NORTHERLY OF THE CENTERLINE OF MAIN STREET IN VACATED PECK'S ADDITION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTH AUSTIN AVENUE 381.00 FEET; THENCE NORTHWESTERLY 75.66 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF SAID NORTH AUSTIN AVENUE WHICH IS 462.00 FEET MEASURED ALONG SAID WEST LINE, NORTHERLY OF THE CENTERLINE OF SAID MAIN STREET PRODUCED, THENCE NORTHWESTERLY ON A CONTINUATION OF THE LAST DESCRIBED LINE A SUFFICIENT DISTANCE TO EXTEND THE STRIP OF LAND BEING HEREIN DESCRIBED TO THE WEST LINE OF SAID NORTH AUSTIN AVENUE, ALL IN COOK COUNTY, ILLINOIS

PARCEL 7:

A PARCEL OF LAND IN THE EAST 33.00 FEET OF THE SOUTHWEST 1/4 AND IN THE WEST 33.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 1 IN A GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 504.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE SOUTH 00 DEGREE, 35 MINUTES, 30 SECONDS EAST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 516.02 FEET TO A POINT 24.00 FEET NORTH OF THE NORTH LINE OF AN 180FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 89 DEGREES, 50 MINUTES, 50 SECONDS WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

WEST, A DISTANCE OF 12.00 FEET, THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECOND WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PARCEL 8.

A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE 18-FOOT WIDE PUBLIC ALLEY NORTH OF AND ADJACENT TO THE NORTH LINE OF BLOCK 1 IN MILLS AND SON'S SUBDIVISION NO. 4 OF PART OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND LYING EAST OF THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE NORTH LINE OF SAID 18-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREE, 35 MINUTES, 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST 33.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 516.02 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECOND EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 62 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 42.25 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS EAST AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING RAILROAD TRACK, A DISTANCE OF 330.50 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTH AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING RAILROAD TRACK AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 64.58 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC BEING 64.52 FEET LONG AND BEARING SOUTH 85 DEGREES 53 MINUTES 52 SECONDS EAST; THENCE SOUTH 81 DEGREES, 40 MINUTES, 37 SECONDS EAST, TANGENT TO THE LAST DESCRIBED ARC AND 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE EXISTING RAILROAD TRACK, A DISTANCE OF 170.10 FEET TO A POINT IN THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREE, 35 MINUTES, 30 SECONDS EAST ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 430.02 FEET; THENCE NORTH 89 DEGREES, 50 MINUTES, 50 SECONDS EAST ALONG A LINE 60.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID 18-FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 371.73 FEET; THENCE SOUTH 00 DEGREE, 30 MINUTES, 00 SECOND EAST ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE NORTHERLY PROLONGATION OF THE CENTERLINE OF NORTH MONITOR AVENUE (66.00 FEET WIDE), A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 50 SECONDS WEST ALONG THE NORTH LINE AND THE NORTH LINE EXTENDED EAST, OF THE SAID 18-FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 945.81 FEET TO A POINT 76.00 FEET EAST OF THE EAST LINE OF THE WEST 33 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH 55 DEGREES 04 MINUTES, 50 SECONDS WEST, A DISTANCE OF 41.77 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 1900 North Austin, Chicago, Illinois

Permanent Index No. Parcel 1 – 13-32-300-009 and 13-32-300-010;
Parcel 2 – 13-32-300-008
Parcel 3 – 13-32-307-002
Parcel 4 – 13-32-307-003
Parcel 5 – 13-32-307-004
Parcel 8 – 13-32-400-042 and 13-32-400-055

ING No. 28231

UNOFFICIAL COPY

Schedule 1

Release Parcel Legal Description

A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE 18 FOOT WIDE PUBLIC ALLEY NORTH OF AND ADJACENT TO THE NORTH LINE OF BLOCK 1 IN MILLS AND SON'S SUBDIVISION NO. 4 PART OF THE SOUTHEAST 1/4 OF SAID SECTION 32 AND THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SE4 OF SAID SECTION 32 A DISTANCE OF 290.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 30 SECONDS WEST A DISTANCE OF 125.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 219.61 FEET TO A POINT; THENCE SOUTH 81 DEGREES 40 MINUTES 37 SECONDS EAST A DISTANCE OF 126.53 FEET TO A POINT ON THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF THE WEST 683.00 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

C/K/A: 1900 N. AUSTIN AVE, CHICAGO, IL
 TAX NO: 13-32-400-042 (PART)

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

1900 N. Austin Metroplex (IL)

EXHIBIT B
Description of Collateral

Debtor: THE AUSTIN 1900 BUILDING LIMITED PARTNERSHIP, a Delaware limited partnership
Secured Party: RELIASTAR LIFE INSURANCE COMPANY, a Minnesota corporation
Premises: Described in Exhibit A to this Financing Statement

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the "Collateral"):

(a) **Personal Property:** All machinery, apparatus, equipment, goods, systems, building materials, carpentry, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Premises, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Premises or in warehouses and intended to be used in connection with or incorporated into the Premises or for the pursuit of any other activity in which Debtor may be engaged on the Premises, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinet, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Premises and are declared to be a portion of the security for the Obligations (as defined in the Security Agreement executed by Debtor in favor of Secured Party) (whether in

ING No. 24231

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Premises. All of such property is collectively referred to as the "Personal Property".

(b) Accounts. All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Premises together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom (collectively, the "Accounts").

(c) Permits. All authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Premises (collectively, the "Permits").

(d) Rents and Deposits. All monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral or the Premises except as provided in the Mortgage (as defined in the Security Agreement executed by Debtor in favor of Secured Party); all proceeds paid for damage done to the Collateral or the Premises except as provided in the Mortgage; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Premises; and all tenants' or security deposits held by Debtor in respect of the Premises.

(e) Trade Names and Rights. All names under or by which the Premises or any improvements thereon may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises.

(f) Memberships. All shares of stock or partnership interest or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar

UNOFFICIAL COPY

Debtor: The Austin 1900 Building Limited Partnership
Secured Party: ReliaStar Life Insurance Company

group having responsibility for managing or operating any part of the Premises and any management agreements.

(g) Plans. All plans and specifications (except those owned by third parties) prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises.

(h) Reserve Accounts. All of Debtor's right, title and interest in, to and under any fund, reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor and Secured Party with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom.

(i) Beneficial Interest in Land Trust. All of Debtor's beneficial interest and power of direction under and pursuant to that certain trust established with Chicago Title Land Trust Company, successor to American National Bank and Company of Chicago, as Trustee under Trust Agreement dated January 18, 1994 and known as Trust Number 117863-01.

(j) Other Collateral. All goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("UCC")) located on and used in the operation of the Premises.

(k) Substitutions. All substitutions, accessions, additions and replacements to any of the foregoing.

(l) Products and Proceeds. All products and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.