UNOFFICIAL COPY

		Doc#: 1532815042 Fee: \$54 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A.Yarbrough Cook County Recorder of Deeds		
JCC FINANCING STATEMENT		Date: 11/24/2015 01	:15 PM Pg: 1 of 9	
A. NAME & PHONE OF CONTACT AT FILER (optional)				
B. E-MAIL CONTACT AT FILER (optional)				
3. E-MAIL CONTROL AT FIGE RESPONSE				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				
CHRISTOPHER PRICE				
DLA PIPEP LI P (US)				
33 ARCH STREET, 26TH FLOOR BOSTON, MA 02:10				
Doord N, Mill				
DEDTORIC MANE		OVE SPACE IS FOR FILING OFFICE USE		
DEBTOR'S NAME: Provide only one Cubit in name (1a or 1b) (use exact name will not fit in line 1b, leave alt of item 1 olan", check here and pro-		any part of the Debtor's name); if any part of the 10 of the Financing Statement Addendum (Form		
1a. ORGANIZATION'S NAME 200 West Adams, LLC				
THE INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
c MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
1477 NW Everett Street	Portland	OR 97209	USA	
DEBTOR'S NAME Provide only one Debtor name (2a or 2b) (use exact name will not fit in line 2b, leave all of item 2 blank, check here and pro-		any part of the Debtor's name); if any part of the 10 of the Financing Statement Addendum (Form		
2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL S SURNAME	FIRST PEI SOY AL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
to MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY	
C MARINO ABBITAGO				
SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR	SECURED PARTY): Provide only one Secura	a Party name (3a or 3b)		
3a. ORGANIZATION'S NAME				
Morgan Hills Group, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(SVINITIAL(S)	SUFFIX	
Morgan Hills Group, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
Morgan Hills Group, LLC	FIRST PERSONAL NAME CITY BOSTON	STATE POSTAL CODE N.A. 02210	COUNTRY USA	

998012344

CCRD REVIEWER W

5. Check only if applicable and check only one box. Collateral is held in a Trus	st (see UCC1Ad, item 17 and	Instructions)	being administered by a De	cedent's Personal Representativ
6a. Check only if applicable and check only one box. Public-Finance Transaction Manufactured Home Transaction	A Deblor is a Transn	nitting Utility	6b. Check only if applicable Agricultural Lien	and check <u>only</u> one box. Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor	Consignee/Consignor	Seller/Bu	yer Bailee/Bailor	Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: FILE WITH: Cook County Recorder of Deeds				
	0.041 15 0.419014.41	Internationa	al Association of Comme	ercial Administrators (IAC)

1532815042 Page: 2 of 9

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM 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 200 West Adams, LLC 96 INDIVIDUAL'S SUP JAME FIRST PERSONAL NUME ADDITIONAL NAME(S)/INITIAL(S SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10 DEBTOR'S NAME. Provide (10a or 10b) My 2ng 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 Dower's name) and enter the mailing address in line 10d 10a ORGANIZATION'S NAME 106 INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 10c MAILING ADDRESS STATE POSTAL CODE COUNTRY ASSIGNOR SECURES APTY'S NAME: Provide only one name (11s or 11b) ADDITIONAL SECURED PARTY'S NAME OF 1a ORGANIZATION'S NAME FIRST PERSONAL NAME 11b INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral) 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 roal estate described in item 16 16. Description of real estate: See Schedule 1 attached hereto

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

To be filed with the Cook County Recorder of Deeds

1532815042 Page: 3 of 9

UNOFFICIAL COPY

SCHEDULE I TO UCC-1 FINANCING STATEMENT

Name and Address of Debtor:

200 WEST ADAMS, LLC 1477 NW Everett Street Portland, OR 97209

Name and Address of Secured Party:

MORGAN HILLS GROUP, LLC c/o AEW Capital Management, LP

Two Seaport Lane Boston, MA 02210

Legal Description of the Land

PARCEL 1:

LOIS 3, 4, AND 5 IN FLELD AND PERKINS' SUBDIVISION OF LOTS 5, 6, 7 AND PART OF LOTS 5, 6, 7 AND PART OF LOT 8 LYING EAST OF THE EAST LINE OF FRANKLIN STREET IN BLOCK 93 IN SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, I L COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 22 FEET 10 INCHES OF LOT 9 IN BOLLES SUBDIVISION OF LOT 4 IN BLOCK 93 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 15. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE PRIVATE COURT LYING NORTH OF AND ADJOINING LOT 3 IN FIELD AND PERKINS: SUBDIVISION OF LOTS 5, 6 AND 7 AND PART OF LOT 8 LYING EAST OF THE EAST LINE OF FRANKLIN STREET IN BLOCK 93 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THAT PORTION OF THE VACATED PUBLIC ALLEY AS VACATED BY ORDINANCE OF THE CITY COUNCIL APPROVED APRIL 11, 1984 AND RECORDED NAY 4, 1984 AS DOCUMENT 27072384, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF THE EAST-WEST 20 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE.

OF LOT 3 IN BLOCK 93 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP

39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH

1. INF OF LOT 9 IN SUBDIVISION OF LOT 4 IN BLOCK 93 IN SCHOOL SECTION ADDITION

AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 5 IN FIELD AND PERKINS'

SUBDIVISION OF LOTS 5, 6, 7 AND THAT PART OF LOT 8 LYING EAST OF THE EAST LINE OF

SOUTH FRANKLIN STREET ALL IN BLOCK 93 IN SCHOOL SECTION ADDITION AFOREMENTIONED;

LYING SOUTH OF THE SOUTH LINE OF LOT 5 IN FIELD AND PERKINS' SUBDIVISION

AFOREMENTIONED; LYING WEST OF THE WEST LINE OF LOT 4 IN FIELD AND PERKINS'

SUBDIVISION AFOREMENTIONED; LYING NORTH OF THE NORTH LINE OF THE EAST-WEST PRIVATE

COURT NORTH OF AND ADJOINING LOTS 2 AND 3 IN FIELD AND PERKINS' SUBDIVISION

AFOREMENTIONED AND LYING EAST OF THE NORTHWARDLY EXTENSION OF THE WEST LINE OF LOT

3 IN FIELD AND PERKINS' SUBDIVISION AFOREMENTIONED; SAID VACATED PART OF THE PUBLIC

ALLEY BEING FURTHER DESCRIBED AS THE EAST 48 FEET, MORE OR LESS. OF THE EAST-WEST

20 FOOT PUBLIC ALLEY IN THE BLOCK BOUNDED BY WEST MONROE STREET, WEST ADAMS STREET,

SOUTH FRANKLIN STREET, AND SOUTH WELLS STREET.

EAST\117694628.1

1532815042 Page: 4 of 9

UNOFFICIAL COPY

PARCEL 5

THE SOUTH 22 FEET 10 INCHES OF THAT PART OF ORIGINAL LOT 4 LYING WEST OF THE WEST LINE OF THE SUBDIVISION OF ORIGINAL LOT 4 AND EAST OF THE EAST LINE OF ORIGINAL LOT 3 (SAID EAST LINE OF LOT 3, BEING ALSO THE EAST LINE OF THE 10 FOOT PRIVATE ALLEY) IN BLOCK 93 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SALD PARCELS 1 THROUGH 5 BEING ALSO DESCRIBED AS FOLLOWS:

LOTS 3. (AN) 5, FIELD AND PERKIN'S SUBDIVISION OF LOTS 5, 6, 7 AND THAT PART OF LOT 8 LYING TAST OF THE EAST LINE OF FRANKLIN STREET. ALL IN BLOCK 93 SCHOOL SECTION ADDITION TO CHICAGO, PART OF LOT 9, BOLLES SUBDIVISION OF LOT 4 IN BLOCK 93 SCHOOL SECTION AGRITION TO CHICAGO, PART OF THE PRIVATE COURT LYING NORTH OF AND ADJACENT TO SAID LOT 3, FIELD AND PERKIN'S SUBDIVISION AND LYING SOUTH OF AND ADJACENT TO THAT FOR LOW OF THE VACATED PUBLIC ALLEY VACATED BY DOCUMENT NUMBER 27072384, CITY OF CRICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4: THENCE NORTH 89 DEGREES 41 MINUTES 00 SECOND WEST, 128.27 FEET: THENCE NORTH OD DEGREES OD MINUTES 32 SECONDS EAST, 199.39 FEET; THENCE SOUTH 89 DECREE; 47 MINUTES 21 SECONDS EAST, 36.98 FEET; THENCE NORTH OO DEGREES OO MINUTES 27 SECONDS EAST, 22.83 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS EAST, 91.25 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST. 222.46 FEET TO THE POINT OF BECINIING.

TOGETHER WITH THE RIGHTS GRANTED FOR THE MAINTENANCE OF WINDOWS AND THE WEST WALL OF THE 200 WEST ADAMS BUILDING AS MORE FULLY SET FORTH IN PARTY WALL ABROGATION AND LICENSE AGREEMENT DATED APRIL 10, 1996 RECORDES DECEMBER 2, 1996 AS DOCUMENT NUMBER Clart's Office 96908320, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

Tax Parcel Numbers:

17-16-209-007-0000

17-16-209-009-0000

17-16-209-010-0000

17-16-209-011-0000

1532815042 Page: 5 of 9

UNOFFICIAL COPY

EXHIBIT A TO UCC-1 FINANCING AGREEMENT

Name and Address of Debtor:

200 WEST ADAMS, LLC 1477 NW Everett Street

Portland, OR 97209

Name and Address of Secured Party:

MORGAN HILLS GROUP, LLC

c/o AEW Capital Management, LP

Two Seaport Lane Boston, MA 02210

- 1. Operative Agreements. This Financing Statement is made with reference to and in accordance with the terms of that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated November _____, 2015, made by Debtor for the benefit of Secured Party (the "Security Instrument"), in connection with that certain piece or parcel of land with improvements thereon known as 200 West Adams Street, located in the City of Chicago, County of Cook, State of Illinois, and more particularly described in Schedule I attached to this Financing Statement and made a part pereof. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below).
- 2. <u>Collateral</u>. Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):
- a) <u>Land</u>. The real property described in <u>Schedule !</u> attached hereto and made a part hereof (the "Land");
- b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the deveropment of the Land or for any other use 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 this Security Instrument (the "Additional Land");
- c) <u>Improvements</u>. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter crected or located on the Land or the Additional Land (collectively, the "Improvements");
- d) Easements and other Beneficial Interests. 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, the Additional Land and the Improvements and the reversion and reversions, remainder 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 or the Additional Land, to the center line thereof and all the

1532815042 Page: 6 of 9

UNOFFICIAL COPY

estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land, the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

- e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements, the Land or the Additional 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 tenants under leases except to the extent that Debtor shall have any right or interest therein and then only to the extent of such right or interest;
- Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so releted to the Land or the Additional Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements, the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incincreting, electrical, air conditioning and air cooling equipment and systems, gas and electric machin ry, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwasners, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites ruel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurlenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;
- g) <u>Personal Property</u>. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code (as hereinafter defined)), whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land, the Additional Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title

1532815042 Page: 7 of 9

UNOFFICIAL COPY

and interest of Debtor 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"), superior in lien to the lien of this Security Instrument and all proceeds and products of any of the above;

- 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, enjoy or occupy all or any portion of the Land, the Additional Land and/or 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, and all right, title and interest of Debtor, its successors and assigns, therein and thereunder, including whether heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Leases"), including, without limitation, all rents, additional rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankraptey Action) or in lieu of rent or rent equivalents, royalties (including, without limitation, at oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits (including, without limitar in, cash, letters of credit or securities deposited under Leases to secure the performance by the lessess of their obligations thereunder)), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the ecount of or benefit of Debtor, Manager or any of their respective agents or employees from any and all sources arising from or attributable to the Property, including, without limitation, all receivables, tenant obligations, installment payment obligations and other obligations now existing of nereafter 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, Manager or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance, whether paid or accruing before or after the filing by or against Debto of any petition for relief under the Bankruptcy Code in each case (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Pents to the payment and performance of the Obligations, including the payment of the Debt;
- i) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, 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 such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- j) <u>Insurance Proceeds</u>. All 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;

1532815042 Page: 8 of 9

UNOFFICIAL COPY

- k) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same, in each case, irrespective of the time period to which they relate;
- l) <u>Rights</u>. Subject to the terms of the Loan Agreement and the other Loan Documents, 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;
- m) Agreements. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the fullest extent permitted by applicable Legal Requirements, all agreements, contracts, certificates, instruments, letters of credit, franchises, permits, licenses, 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, the Additional Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land, the Additional 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;
- n) Trademarks. To the extent the same may be encumbered or assigned pursuant to the terms thereof and to the fullest extent permitted by applicable Legal Requirements, 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;
- Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Blocked Account Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, 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, dividends and/or substitutions thereon and thereof;
- p) <u>Uniform Commercial Code Property</u>. To the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof and to the fullest extent permitted by applicable Legal Requirements, all documents, instruments, chattel paper and intangilles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property:
- q) <u>Proceeds</u>. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and
- r) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

1532815042 Page: 9 of 9

UNOFFICIAL COPY

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land or the Additional Land (the Land, the Additional Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the state an.

Cooperation of Country Clark's Office Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.