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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/13/2017 01:57 PM PG: 1 OF 11

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James P. Carroll, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. 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

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 CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Fishman Realty Partners LLC, 100 Park Avenue, 18th Floor		CITY New York	STATE NY	POSTAL CODE 10017	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 BANK OF AMERICA, N.A.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 214 North Tryon Street		CITY Charlotte	STATE NC	POSTAL CODE 28255	COUNTRY USA

4. COLLATERAL: 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.

FIDELITY NATIONAL TITLE 999013209
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5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
File with Cook County, Illinois. (Chicago Sheraton- 14827.561)

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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

OR	9a. ORGANIZATION'S NAME CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. 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

OR	10a. ORGANIZATION'S NAME			
	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
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	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)

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

THR Chicago Land LLC, a Delaware limited liability company (as successor-in-interest to The Hotel Land Company, L.L.C., an Illinois limited liability company)

14. This FINANCING STATEMENT:

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

16. Description of real estate:

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

17. MISCELLANEOUS:

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EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Legal Description

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, AS LESSOR, AND TISHMAN REALTY CORPORATION OF COOK COUNTY, AN ILLINOIS CORPORATION, AS LESSEE, DATED OCTOBER 1, 1988, A MEMORANDUM OF WHICH LEASE WAS RECORDED FEBRUARY 14, 1989 AS DOCUMENT NO. 89066268, WHICH LEASE DEMISES THE DESCRIBED LAND FOR A TERM OF YEARS BEGINNING OCTOBER 1, 1988 AND ENDING SEPTEMBER 30, 2038 (WITH OWNERSHIP OF ALL BUILDINGS AND IMPROVEMENTS ON THE LAND VESTED IN THE LESSEE DURING THE TERM OF THE LEASE); AS AMENDED BY FIRST AMENDMENT TO LEASE DATED DECEMBER 18, 1989; AS EVIDENCED BY AN AMENDED AND RESTATED MEMORANDUM DATED DECEMBER 18, 1989 AND RECORDED DECEMBER 19, 1989 AS DOCUMENT NO. 89604510;

ASSIGNMENT OF LEASE IN FAVOR OF CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP BY ASSIGNMENT AND ASSUMPTION OF LEASE DATED DECEMBER 18, 1989 AND RECORDED DECEMBER 19, 1989 AS DOCUMENT NO. 89604511;

ASSIGNMENT OF (LANDLORD'S INTEREST IN) LEASE IN FAVOR OF THE HOTEL LAND COMPANY L.L.C. RECORDED APRIL 18, 1997 AS DOCUMENT NO. 97272960; AND AS FURTHER AMENDED PURSUANT TO THAT CERTAIN UNRECORDED OMNIBUS AGREEMENT DATED MARCH 21, 2003 BETWEEN THE HOTEL LAND COMPANY, L.L.C. AND CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP.

AS AMENDED BY THAT CERTAIN UNRECORDED THIRD LEASE AMENDMENT DATED APRIL 7, 2009 BETWEEN THR CHICAGO LAND LLC AND CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP.

AS AMENDED BY THAT CERTAIN UNRECORDED FOURTH LEASE AMENDMENT DATED FEBRUARY 26, 2010 BETWEEN THR CHICAGO LAND LLC AND CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP.

AS AMENDED BY THAT CERTAIN UNRECORDED AGREEMENT AND AMENDMENT TO LEASE BY AND AMONG WESTDEUTSCHE IMMOBILIENBANK AG, AS AGENT FOR CERTAIN LENDERS, CITYFRONT HOTEL ASSOCIATES LIMITED PARTNERSHIP, THR CHICAGO LAND LLC, AND GSREMP ORIGINATION JOINT HOLDING, L.P., DATED AS OF JULY 13, 2010.

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AS AMENDED BY THAT CERTAIN UNRECORDED FIFTH LEASE AMENDMENT
DATED MARCH 30, 2011 BETWEEN THR CHICAGO LAND LLC AND CITYFRONT
HOTEL ASSOCIATES LIMITED PARTNERSHIP.

Address: 301 E. North Water Street, Chicago, IL 60611

PIN: 17-10-221-001-0000

Property of Cook County Clerk's Office

COOK COUNTY
RECORDS OF DEEDS

COOK COUNTY
RECORDS OF DEEDS

COOK COUNTY
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EXHIBIT A

(Legal Description)

PARCEL 1:

BLOCK 12 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT NO. 87106320, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 12, AFORESAID, BEING THE INTERSECTION OF THE EASTERLY LINE OF NORTH COLUMBUS DRIVE WITH THE SOUTHERLY LINE OF EAST NORTH WATER STREET AND RUNNING THENCE SOUTH 85 DEGREES 51 MINUTES 31 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 12, SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF EAST NORTH WATER STREET, A DISTANCE OF 417.846 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 12; THENCE SOUTH 00 DEGREES 16 MINUTES 30 SECONDS EAST ALONG THE EASTERLY LINE OF SAID BLOCK 12 A DISTANCE OF 246.399 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 83 DEGREES 20 MINUTES 31 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK 12, SAID SOUTHERLY LINE BEING ALSO THE NORTHERLY LINE OF THE CHICAGO RIVER, A DISTANCE OF 346.159 FEET; THENCE NORTH 82 DEGREES 19 MINUTES 05 SECONDS WEST CONTINUING ALONG SAID SOUTHERLY LINE OF BLOCK 12 A DISTANCE OF 78.382 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE NORTH 7 DEGREES 53 MINUTES 38 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 12, SAID WESTERLY LINE BEING ALSO THE EASTERLY LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 74.628 FEET TO A CORNER OF SAID LINE; THENCE NORTH 82 DEGREES 06 MINUTES 22 SECONDS WEST A DISTANCE OF 27.50 FEET AND THENCE NORTH 7 DEGREES 53 MINUTES 33 SECONDS EAST CONTINUING ALONG SAID WESTERLY LINE OF BLOCK 12, A DISTANCE OF 149.683 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN TUNNELS PASSAGEWAYS, CONCOURSES AND IMPROVEMENT AREAS AND FOR PUBLIC TRANSPORTATION AS CREATED IN THE MUTUAL GRANT OF EASEMENTS IN RESPECT TO CITYFRONT CENTER, CHICAGO, ILLINOIS, AMONG THE CHICAGO DOCK AND CANAL TRUST, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AND THE CITY OF CHICAGO DATED DECEMBER 18, 1986 AND RECORDED FEBRUARY 24, 1987 AS DOCUMENT NUMBER 87106321, OVER UPON AND ACROSS THE EASEMENT AREA DEFINED THEREIN.

Address: 301 E. North Water Street, Chicago, IL 60611
PIN: 17-10-221-001-0000

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

Debtor**Secured Party**

CITYFRONT HOTEL ASSOCIATES LIMITED
PARTNERSHIP

BANK OF AMERICA, N.A.

All of Debtor's right, title and interest in and to the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Leasehold Land. The leasehold estate of Debtor created under the Ground Lease (the "Ground Leasehold Estate") in the real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) 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 tenant 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 Debtor'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 Ground Lessor under the Ground Lease, 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;

(c) Additional Ground Lease Interest. Any and all other, further or additional title, estates, interests or rights which the Debtor now or may at any time acquire in or to the Land (defined below) or the Ground Lease;

(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

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mortgage or otherwise be expressly made subject to the lien of that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement given by the Debtor to and for the benefit of Secured Party, dated as of November 8, 2017 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Security Instrument");

(e) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected 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, if any, 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, including, but not limited to, those arising under and by virtue of the Ground Lease, 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, including, but not limited to, those arising under and by virtue of the Ground Lease, 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, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers)

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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, 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 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 fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any (collectively, the "**Rents**")

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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 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 by Debtor, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land by Debtor 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,

(p) Letter of Credit. All letter-of-credit rights 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 or the Cash Management Agreement together with all deposits or wire transfers made to the Deposit Account and all cash, checks, drafts, certificates, securities,

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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 by Manager (to the extent related to Manager's management and operation of the Property), 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 Debtor or on behalf of Debtor by Manager (to the extent related to Manager's management and operation of the Property) 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 or Manager 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, leasing, brokerage, promotional, marketing or consulting services rendered or to be rendered, with respect to the management, franchising, leasing, promotion, marketing, operation or sale of any portion of the Property, including, without limitation, the Management Agreement, and any modifications, amendments, supplements or letter agreements related thereto, 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) Interest Rate Cap Agreement. All rights of Debtor in, to, under or pursuant to the Interest Rate Cap Agreement, including all products and proceeds of any of the foregoing;

(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

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

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

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS