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THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME Westin Chicago Limited Partnership, a Delaware limited partnership	FIRST NAME	H.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 2001 Sixth Avenue, Attn: John Calvert	1D. CITY, STATE Seattle, Washington		1E. ZIP CODE 98121	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	H.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS	2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME Teacher Retirement System of Texas	FIRST NAME	H.I.		
3A. MAILING ADDRESS F.I.A. Associates 1601 Response Rd., Suite 300	3B. CITY, STATE Sacramento, California		3C. ZIP CODE 95815	
4. ASSIGNEE OF SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

[This financing statement is being filed to reinstate a lapsed financing statement. The original UCC-1 financing statement was filed on September 2, 1986, File No. 86-522379, between 909 North Michigan Avenue Corporation, as the debtor, and Teacher Retirement System of Texas, as the secured party. An Amendment was filed on February 2, 1987, with the debtor transferring its right, title and interest in the collateral described in Exhibit A attached to the Westin Chicago Limited Partnership, a Delaware limited partnership.]

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All of Debtor's now owned or existing or hereafter acquired or arising machinery, equipment and other goods which constitute fixtures and all accessions thereto and replacements, products and proceeds thereof located on the real estate described on Exhibit A attached hereto. THIS STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS.

9-402.2(2)(c)

6. CHECK ONLY IF APPLICABLE 6A. PRODUCTS OF COLLATERAL ARE ALSO COVERED 6B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. NUMBER OF ADDITIONAL SHEETS PRESENTED 3

7. CHECK APPROPRIATE BOX 7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM: (1) (2) (3) (4) (5)

8. SIGNATURE(S) OF DEBTOR(S) Westin Chicago Limited Partnership, a Delaware limited partnership

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

(Signature of Debtor not required)

SIGNATURE(S) OF SECURED PARTY(IES) *Edward A. Neesham* Teacher Retirement System of Texas

92 03 15 54

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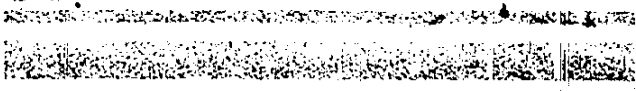
9. Return copy to

NAME ADDRESS CITY STATE ZIP

FILING FEE \$ _____
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DOCUMENT SERVICES
P.O. BOX 2959
Springfield, Illinois 62708
THANK YOU

Cook County, Illinois

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EXHIBIT A to FIXTURE FILING

DEBTOR:

Westin Chicago Limited
Partnership, a Delaware
limited partnership
2001 Sixth Avenue
Attn: John Calvert
Seattle, Washington 98121

SECURED PARTY:

Teacher Retirement System of Texas
c/o Alex. Brown Kleinwort Benson
Realty Advisors Corporation
Two North Charles Street
Baltimore, Maryland 21201

Description of Collateral

For purposes of this exhibit Debtor shall be Mortgagor and Secured Party shall be Mortgagee.

All improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), including, without limiting the foregoing; (a) If and to the extent owned by Debtor: all fixtures, fittings, furnishings, furniture, appliances, apparatus, equipment and machinery including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on said Premises; such other goods, equipment, chattels, and personal property as are usually furnished by landlords in letting other premises, or by operators operating first class hotels, of the character of the Premises; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof; (b) All of the right, title and interest of the Debtor in and to any fixtures or personal property subject to a lease agreement, conditional sale agreement, chattel mortgage, or security agreement, and all deposits made thereon or therefor, together with the benefit of any payments now or hereafter made thereon; (c) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items; (d) All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits and guarantees under any and all leases, tenancies or occupancies now existing or hereafter created of the Premises or any part thereof, including all accounts receivable now existing or hereafter created, including, without limitation, all rights of Debtor to payment for room rentals, food and beverage operations or otherwise with respect to the improvements or any proceeds thereof, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, including but not limited to all proceeds deposited in bank accounts established pursuant to that certain Amended

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COMPLIANCE
SECTION

and Restated Management Agreement among Westin Hotel Company ("Westin") and 909 North Michigan Avenue Corporation, The Westin Chicago Limited Partnership, and Westin Hotels Limited Partnership (the "Management Agreement"), as amended, and all rights to payment from any consumer credit or charge card organization or entity (such as the organizations or entities which sponsor or administer the American Express, Carte Blanche, Diners Club, Visa and Master Charge/Master Card cards), and all substitutions therefor and proceeds thereof (whether case or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection, or other disposition or substitution thereof; with the right to receive and apply the same to indebtedness due Mortgagee and Mortgagee may demand, sue for and recover such payments but shall not be required to do so; (e) all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; (f) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims; (g) Any monies on deposit for the payment of real estate taxes or special assessments against the Premises; (h) All the right, title and interest of the Debtor in the Management Agreement; (i) All of Debtor's right, title and interest in that certain Agreement by and between American National Bank and Trust Company of Chicago, a national banking association, not personally, but as trustee under the provisions of a Trust Agreement dated October 8, 1959, and known as Trust No. 14758 and Debtor dated October 1, 1977, and recorded February 2, 1976 as document no. 23 378 328, in the Office of the Recorder of Deeds of Cook County, Illinois, as it may be amended from time to time and (j) All substitutions, replacements, additions and proceeds, including insurance and condemnation award proceeds, of any of the foregoing property; it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned.

Description of Premises.

The Premises referred to herein is all that certain real property situated in the City of Chicago, County of Cook, State of Illinois, described as follows:

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Commonly Known as: 909 N. Michigan Avenue
Chicago (Cook County), IL

PIN: 17-03-213005

PARCEL 1

LOTS 20, 21 AND 22 IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF BLOCK 18 IN CANAL TRUSTEES' SUBDIVISION OF SOUTH FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2

ALSO

THAT CERTAIN TRACT OF LAND (EXCEPT THE NORTH HALF THEREOF) DESCRIBED AS FOLLOWS: LOTS 23 TO 31, BOTH INCLUSIVE, IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 13 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 3

ALSO

THE EASEMENT FOR LIGHT, AIR AND VIEW FOR THE BENEFIT OF PARCEL 2 OVER AND UPON THE PREMISES DESCRIBED AS FOLLOWS: COMMENCING AT A HORIZONTAL PLANE PARALLEL TO AND 63 FEET ABOVE CHICAGO CITY DATUM AND EXTENDING VERTICALLY UPWARDS TO THE ZENITH, BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL 2 AFORESAID, 62 FEET EAST OF THE WESTERLY LINE OF SAID PARCEL 2 THENCE NORTH ALONG A LINE PARALLEL TO AND 62 FEET EAST OF THE WESTERLY LINE OF LOTS 23 TO 31 INCLUSIVE (AS A TRACT) IN ALLMENDINGER'S LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID A DISTANCE OF 30 FEET TO A POINT, THENCE EAST AND PARALLEL WITH THE CENTER LINE OF LOTS 23 TO 31 INCLUSIVE (AS A TRACT) A DISTANCE OF 88 FEET TO A POINT, THENCE SOUTH AND PARALLEL TO THE WESTERLY LINE OF SAID TRACT A DISTANCE OF 30 FEET TO THE CENTER LINE OF SAID TRACT, THENCE WEST ALONG THE CENTER LINE OF SAID TRACT A DISTANCE OF 88 FEET TO THE PLACE OF BEGINNING, AS CREATED BY AGREEMENT BETWEEN THE PALMLIVE-FEET COMPANY, A CORPORATION OF DELAWARE, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 28, 1927 AND KNOWN AS TRUST NUMBER 19104 DATED MARCH 31, 1928 AND RECORDED APRIL 30, 1928 AS DOCUMENT NUMBER 10 005 790 AND ALSO RECORDED ON JUNE 31, 1932 AS DOCUMENT NUMBER 11 104 014 AND AS CONTINUED AND RESERVED BY INSTRUMENT DATED DECEMBER 26, 1938 AND RECORDED ON DECEMBER 26, 1938 AS DOCUMENT NUMBER 17 413 316, ALL IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, WHICH EASEMENTS ARE DEPICTED ON THE SURVEY DATED MAY 30, 1986 AND PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY, HEREINAFTER REFERRED TO AS "THE SURVEY".

021090595

PARCEL 4

ALSO

CAN EASEMENT FOR THE MAINTENANCE OF A REFRIGERATION OR CHILLED WATER PLANT LOCATED IN THE SOUTHWEST CORNER OF THE SUB-BASEMENT OF THE PLAYBOY BUILDING AS CREATED BY AN AGREEMENT BETWEEN THE AMERICAN NATIONAL BANK OF CHICAGO, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 8, 1959 AND KNOWN AS TRUST NUMBER 14788, AS LESSEE OF THE PLAYBOY BUILDING, AND 909 NORTH MICHIGAN AVENUE CORPORATION RECORDED FEBRUARY 2, 1976 AS DOCUMENT NUMBER 23 378 328.

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