



UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

Registered In
Cook County, Illinois
Recorder's Office

This form is to be used only when a financing statement is being filed to perfect a security interest in personal property, tangible or intangible, or a combination thereof, which is not a fixture. It is not to be used to perfect a security interest in real property, or in a fixture, or in a security interest in real property which is a fixture. It is not to be used to perfect a security interest in a security interest in real property which is a fixture. It is not to be used to perfect a security interest in a security interest in real property which is a fixture.

This STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code
Debtor (Last Name First) and address is: Secured Party(ies) and address(es)

SKW II Real Estate
Limited Partnership
100 Crescent Court
Suite 1000
Dallas, TX 75201

LaSalle National Bank, as Trustee
Asset-Backed Securities Trust Services
135 S. LaSalle Street Suite 200
Chicago, IL 60604-4170
Attn: Russell H. Goldenberg

Filing Office
(Date, Time, Name, and Filing Office)

95292217

DEPT-01 RECORDING \$31.50
142232 DEPT 2722 05/03/95 11:33:00
48947 \$ ICB *-95-292217
COOK COUNTY RECORDER

1. This financing statement covers the following types (or items) of property:
See attached Exhibit A for collateral description

2. If collateral is crops: The above described crops are growing on
(Describe Real Estate)

3. If applicable: The above goods are to become fixtures in [The above building is standing on] (The above minerals or the land including oil and gas) or accounts will be financed at the west end or east end of the land or mine located on [Strike what is applicable. Describe Real Estate]
See attached Exhibit B for legal description

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and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is:

Real Estate Records

4. Products of Collateral are also covered To be Cross indexed in UCC and Real Estate records.

Ref = REC-
10104/104

Additional sheets presented
 Filed with Recorder's Office at Cook County Illinois

SEE ATTACHED SIGNATURE PAGE
By _____
Signature of (Debtor) (Secured Party)*

FILING OFFICER COPY - ALPHABETICAL

*Signature of Debtor Required in Most Cases.
Signature of Secured Party in Cases Covered by UCC §9-402 (f)

7/15/2010

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SIGNATURE PAGE

SEW II REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited partnership

By: SEW II Gen-Part, Inc.,
a Delaware corporation,
General Partner

By: David M. Weil
David M. Weil
Vice President

Property of Cook County Clerk's Office

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RETURN TO:
LEXIS Document Services
135 S. LaSalle, Ste 2054
Chicago, IL 60603

7/1/90
2/1/91
[Signature]

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EXHIBIT A

All of Debtor's estate, right, title and interest in and to the buildings and improvements now or hereafter erected on the Land (as herein defined) (the "Improvements"), the covenants, hereditaments and appurtenances thereto belonging and the reversions, remainders, rents, issues and profits thereof; and

All estate, right, title and interest of Debtor in and to the following additional property (the "Additional Collateral"):

(a) all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, building materials and articles of personal property and replacements thereof and additions thereto (the "Fixtures") now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Improvements (excepting any personal property owned by any tenant occupying the Improvements or any part thereof and used by such tenant in the use or occupancy of the space occupied by it to the extent the same does not become the property of Debtor under the lease or other agreement with such tenant or pursuant to applicable law) together with all replacements thereof and additions thereto;

(b) all equipment (as such term is defined in the Uniform Commercial Code for the state in which the foregoing UCC-1 Financing Statement is filed (the "Code")), now owned, or hereafter acquired by Debtor and located at or used in connection with the Land or the Improvements, together with all attachments, components, parts, equipment and accessories installed thereon or attached thereto and all replacements thereof and additions thereto;

(c) all space or occupancy leases in respect of the Land or the Improvements or any other license or agreement relating to the use or occupancy thereof, now or hereafter entered into;

(d) the permits, licenses and rights in and to the use, occupation and operation of the Land and Improvements and any part thereof;

(e) all rights of way or use, air rights, water rights (whether riparian, appropriative, or otherwise), utility rights, privileges, franchises, servitudes, easements, tenements, hereditaments and appurtenances now or hereafter belonging or appertaining to any of the foregoing or to the Land, and all of Debtor's right, title and interest in and to any streets, ways, alleys, roadbeds, inclines, tunnels, culverts, strips or gores of land adjoining or serving the Land or any part thereof, whether now owned or hereafter acquired by Debtor;

(f) any and all deposits made under any conditional bill of sale, chattel mortgage or security interest (other than that

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11-11-2022

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evidenced hereby) to which any collateral described in (a) above is subject, together with the benefit of any payments now or hereafter made thereon;

(g) any and all leases relating to equipment and other personal property used or useful in connection with the use, operation and maintenance of the Improvements or the Fixtures, together with any options to purchase the same and with the benefit of any payments now or hereafter made thereon;

(h) all the Rents (as defined below) and any cash or securities deposited under Leases (as defined below) to secure performance by lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such Leases or applied to one or more installments of Rent coming due prior to the expiration of such terms;

(i) any and all awards, damages, payments and other compensation and any and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain or any damage, injury or destruction in any manner caused to, the Land, the Improvements, the Fixtures or any part thereof, or from any change of grade or vacation of any street adjoining thereon;

(j) all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor with respect to the Land, the Improvements or the Fixtures;

(k) any and all monies now or hereafter on deposit for the payment of real estate taxes or special assessments against the Land or for the payment of premiums on policies of fire and other hazard insurance covering the herein-described collateral or the Land; and

(l) all proceeds of the foregoing, both cash and noncash.

Definitions. For the purposes of the foregoing, (i) "Land" means all of Debtor's estate, right, title and interest in and to that certain land or piece of ground described on Exhibit A; (ii) "Trust Premises" means the Land, the Improvements and the Additional Collateral; (iii) "Lease" means any ground lease, space lease, sublease, or other agreement (oral or written) under the terms of which any person other than Debtor has or acquires any right to occupy, use or manage the Trust Premises, or any part thereof or interest therein; and (iv) "Rents" mean the rents, issues, profits, royalties, bonuses, revenue, income and other benefits derived from the Trust Premises or arising from the use or enjoyment of any portion thereof or from any Lease and liquidated damages following defaults under any Lease, including all proceeds payable under any policy of insurance covering loss of Rents.

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Arlington Place II
P.O. 1000
(See Manual - 104)

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EXHIBIT B

LEGAL DESCRIPTION

All that certain land situated in the State of Illinois, County of Cook, described as follows:

LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN

TOGETHER WITH:

1. RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN AGREEMENT DATED AUGUST 2, 1979, AND RECORDED OCTOBER 1, 1979, AS DOCUMENT 25171074 AND REGISTERED WITH THE REGISTRAR OF TITLES ON OCTOBER 1, 1979, AS DOCUMENT LR311173 AND AS AMENDED BY AGREEMENT DATED JANUARY 27, 1981, AND RECORDED JUNE 4, 1981, AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR3218008.
2. EASEMENT FOR CREATION AND MAINTENANCE OF A DETENTION/RETENTION POND CREATED BY THAT CERTAIN AGREEMENT DATED DECEMBER 1, 1979, AND RECORDED WITH THE RECORDER OF DEEDS COOK COUNTY, ILLINOIS, JANUARY 4, 1980, AS DOCUMENT 25306889 AND REGISTERED WITH THE REGISTRAR OF TITLE JANUARY 4, 1980, AS DOCUMENT LR3139276 PERTAINING TO LOT 1 AND LOT 2; ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Number: 08-16-200-102-0000

Clerk's Office

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