

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation at mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

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This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)  
**WHCLI Real Estate Limited**  
 Partnership  
 100 Crescent Court, Suite 1000  
 Dallas Texas 75201

Secured Party(ies) and address(es)  
**Credit Suisse First Boston**  
 Mortgage Capital LLC  
 12 Madison Avenue  
 New York, N.Y. 10010

For Filing Officer  
 (Date, Time, Number, and Filing Office)  
**97391021**  
 DEPT-01 RECORDING \$33.50  
 T:7777 TRAN 3514 06/03/97 11:36:00  
 #0467 # **DR # -97-391021**  
 COOK COUNTY RECORDER

1. This financing statement covers the following types (or items) of property

See Schedule A annexed hereto and made a part hereof.

ASSIGNEE OF SECURED PARTY

1272711-2b

2.  Products of Collateral are also covered.

Additional sheets presented.  
 Filed with Office of Secretary of State of Illinois. *COOK W. IL*  
 Debtor is a transmitting utility as defined in UCC §9-105.

See attached Signature Page  
 By \_\_\_\_\_  
 Signature of (Debtor) (Secured Party)\*

\* Signature of Debtor Required in Most Cases  
Signature of Secured Party in Cases Covered by UCC § 9-402 (2)

This form of financing statement is approved by the Secretary of State.

ALPHABETICAL

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## Signature Page to UCC Financing Statement

IN WITNESS WHEREOF, the party hereto has executed this instrument as of the 1<sup>st</sup> day of  
May, 1997.

Debtor:

WHCLI REAL ESTATE LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: WHCLI GEN-PAR, INC.,  
a Delaware corporation,  
its General Partner

By: 

Name: Zubin Irani  
Title: Asst. Vice President

Return to:  
LEXIS DOCUMENT SERVICES  
5 S. LaSalle, Suite 226



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WHCLI Real Estate Limited Partnership  
Federal Tax ID Number 75-2701630

## SCHEDULE A

All right, title and interest of Debtor in and to the following property now or hereafter located on or now or hereafter relating to that certain real property located in the City of Chicago, County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all property used in connection with the operation of the Land, including, without limitation, the hereinafter described property:

(a) all buildings, structures and other improvements now or at any time situated, placed or constructed upon the Land as well as all component parts of any building or other construction located on the Land now or hereafter part of or attached to the Land or used in connection therewith (collectively, the "Improvements");

(b) all materials, supplies, equipment, appliances, fixtures, machinery, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (collectively, the "Fixtures");

(c) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code of the State of Illinois (the "UCC"), now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and the Improvements or which may be used in or relating to the planning, development, financing or operation of the Collateral (as hereinafter defined), including, without limitation, furniture, furnishings, equipment, machinery, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accretions, renewals and replacements thereof and substitutions therefor (including, without limitation, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, venetian blinds, screens, paintings, pictures, keys or other entry systems, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, fuel, conveyors, cabinets, lockers, shelving and spotlighting equipment), money, insurance proceeds, contract rights, trademarks, goodwill, trade names, licenses and/or franchise agreements, rights of Debtor under leases of the Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits

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or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located at the Land and the Improvements, or appurtenant thereto, and useable in connection with the present or future operation and occupancy at the Land and the Improvements and all building equipment, material and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located at the Land and the Improvements, or appurtenant thereto, and useable in connection with the present or future operation, enjoyment and occupancy of the Land and the Improvements (collectively, the "Personalty");

(d) all accounts, whether now owned or hereafter arising, including, without limitation, all "accounts" as defined in the UCC, all accounts receivable, notes, reserves, escrows or impounds required of Debtor by Secured Party and all deposit accounts maintained by Debtor with respect to the Collateral as well as all monies or other obligations or indebtedness owing or to be owing to Debtor arising from the sale, lease or exchange of goods or other property of Debtor or under any contracts for the foregoing (whether or not yet earned by performance on the part of Debtor);

(e) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof;

(f) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Collateral, together with all related security and other deposits and any guaranties, extensions, renewals, replacements or modifications thereof (collectively, the "Leases");

(g) all rents (including, without limitation, minimum rents, percentage rents and additional 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 and interest thereon), accounts, cash, issues, profits, charges for goods or services rendered, interest on security, tax, insurance and other escrow deposits, insurance proceeds, 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 Land and the Improvements, and any items covered by Section 552(b) of the United States Bankruptcy

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Code (collectively, the "Rents"), together with 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 Indebtedness;

(h) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, advisory agreements, operating agreements and service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Collateral, to the extent the same are assignable;

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(j) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;

(k) all insurance policies that are not blanket policies, unearned insurance premiums and proceeds from insurance policies covering any of the above property now or hereafter acquired or maintained by Debtor;

(l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Collateral;

(m) any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, the Improvements, the Fixtures or the Personalty; and

(n) all proceeds of or arising from the properties, rights, titles and interests referred to in subparagraphs (a) through (m) herein above and other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred in subparagraphs (a) through (m) above and all property used or useful in connection therewith.

As used herein, the term "Collateral" shall mean all, or where the context permits or requires, any portion of the property described above or any interest therein.

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Asset No. 940

## EXHIBIT A

### Legal Description

#### PARCEL 1:

The North 43 feet of Lot 2 in the subdivision of Block 18 in Canal Trustees Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

Lots 1 and 2 in the subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

#### PARCEL 3:

Lot 3 in the subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

Lot 4 in the Subdivision of Lot 1 in the subdivision of Block 18 in Canal Trustee's Subdivision of the South fractional quarter (1/4) of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 03-35-301-009

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10/10/2010 10:10:10 AM