

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

For Filing Officer

Debtor(s) (Last Name First) and address(es)  
Randolph Properties Limited Partnership, an Illinois limited partnership  
330 S. Wells,  
Suite 711  
Chicago, IL 60604

Secured Party(ies) and address(es)  
CORUS BANK, N.A.  
3959 N. Lincoln Avenue  
Fifth Floor  
Chicago, IL 60613

(Date, Time, Number, and Filing Office)

9113/0116 51 001 Page 1 of 5  
1998-08-04 15:57:06  
Cook County Recorder 29.50

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

The real property described on Rider A, attached hereto.

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

3. (If applicable) The above goods are ~~fixtures on~~ fixtures on ~~(Describe Real Estate)~~ (Describe Real Estate)

The real property described on Exhibit A attached hereto,

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

4.  Products of Collateral are also covered.

Randolph Properties Limited Partnership,  
an Illinois limited partnership

By: Randolph Properties Inc., an Illinois corp

Additional sheets presented.

Filed with Recorder's Office of Cook County, Illinois.

Signature of (Debtor)

(Secured Party)

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

1. FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-2—REV. 4-73

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

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AC-80-8991

Property of Cook County Clerk's Office

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

Debtor:

Randolph Properties Limited Partnership,  
an Illinois limited partnership  
330 South Wells, Suite 711  
Chicago, Illinois 60604

Secured Party:

Corus Bank, N.A.  
3959 N. Lincoln Avenue  
Fifth Floor  
Chicago, IL 60613

mail  
to

RIDER A to Financing Statement

The Collateral

This financing statement covers Debtor's interest in and to the following property:

1. Real Estate. All of the land described on Exhibit A hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

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2. Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate (with the exclusion of any of the foregoing items which are (i) not owned by Debtor, or (ii) are currently pledged to another lender in connection with any other financing), including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

3. Personal Property. All building materials, goods, construction materials, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, clothes washers and dryers, water heaters and similar equipment), supplies, blinds, window shades, carpeting, floor coverings, elevators, growing plants, fire sprinklers and alarms, control devices, equipment (including motor vehicles and all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, light fixtures, non-structural additions to the Premises (defined hereinafter), and all other tangible property of any kind or character now or hereafter owned by the Debtor and used in connection with the maintenance of the Improvements as opposed to the business conducted thereon, any construction undertaken in or on the Premises, the maintenance of the Premises or the convenience of any guests, licensees or invitees of the Debtor, all regardless of whether located in or on the Premises (all of the foregoing is herein referred to collectively as the "Goods");

4. Intangibles. To the extent that they relate to the Premises, all option rights, purchase contracts, contract rights, all building permits, governmental permits, licenses and authorizations and any other agreements now or in the future existing respecting the operations of the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

5. Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Premises (all of the foregoing is herein collectively called the "Rents");

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6. Leases. All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

7. Plans. All rights of the Debtor to plans and specifications, designs, drawings and other matters prepared for any construction or improvements in or on the Premises, (all of the foregoing is herein called the "Plans");

8. Contracts for Construction. All rights of the Debtor under any contracts executed by the Debtor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Premises, and any other agreements now or in the future existing respecting the construction and equipping of the Improvements (including any agreements with soils, mechanical and structural engineers, landscape architects, and other contractors or consultants, and any subcontracts to the construction contract) (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

9. Contracts for Sale or Financing. All rights of the Debtor as seller under any agreement, contract, understanding or arrangement pursuant to which the Debtor has or may hereafter have, with the consent of the Mortgagee, obtained the agreement of any person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale"); and

10. Other Property. All other property or rights of the Debtor of any of the types stated above related to the Premises, and all proceeds (including, without limitation, insurance and condemnation proceeds) of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".) The parcel(s) of real property described on Exhibit A attached hereto (the "Land"); all Improvements, together with any and all Appurtenant Rights (together with the Land, Improvements and Appurtenant Rights being collectively referred to as the "Property");

END OF RIDER A

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EXHIBIT A

LEGAL DESCRIPTION

LAND IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THE WEST ½ OF LOT 6 IN BLOCK 33 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 180 WEST RANDOLPH

PIN: 17-09-433-002 Vol. 510

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