

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

For Filing Office (Number, and Filing Office)

Debtor(s) (Last Name) and address(es)

Secured Party (Last Name) and address(es)

WXI/AJP Real Estate Limited Partnership
c/o Goldman, Sachs & Co.
100 Crescent Court, Suite 1000
Dallas, TX 75201

Lehman Brothers Holdings Inc
3 World Financial Center
New York, NY 10285

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2573/006 53 001 Page 1 of 5
1998-10-27 11:45:03
Cook County Recorder 20.50
ASSIGNEE OF SECURED PARTY

98962242

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

SEE ATTACHED SCHEDULE FOR A DESCRIPTION OF THE COLLATERAL COVERED HEREBY

Cook County, Recorder's Office, Illinois



98962242

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 to become fixtures on [The above timber is standing on . . .] [The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on . . .] (Strike what is inapplicable) (Describe Real Estate)
See attached Exhibit A for a description of the real estate.
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.

Additional sheets presented

See attached signature page

Filed with Recorder's Office of IL-Cook County, Illinois

By: _____
Signature of Debtor

By: _____
(Secured Party)*

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Rev. 3/75

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC § 9-202 (2)

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

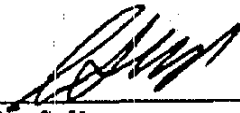
UCC FINANCING STATEMENT SIGNATURE PAGE

DEBTOR:

WXI/AJP REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited partnership

By: **WXI/AJP Gen-Par, Inc.,** a Delaware corporation,
General Partner

By: _____


Alan S. Kava
Vice President

Property of Cook County Clerk's Office

Return To: 736-7503-23
Lexis Document Services
135 South LaSalle Street
Suite 2260
Chicago, IL 60603

SCHEDULE A**The Collateral**

All of Debtor's right, title and interest in and to the real property described on Exhibit A, hereto (the "Premises"):

TOGETHER WITH all machinery, furnishings and equipment including, without limitation, all furnaces, boilers, oil burners, radiators and piping, coal stokers, refrigeration and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, awnings, window shades, kitchen cabinets, plants and shrubbery and all other equipment and machinery, appliances, fittings and fixtures of every kind in or used in the operation of the Premises, together with any and all replacements thereof and additions thereto, fixtures (including, without limitation, all heating, air conditioning, plumbing and bathroom, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, without limitation, beds, bureaus, chiffonniers, 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, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, clock radios, television sets, 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, stoves, ranges, refrigerators, laundry machines, 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, helis, fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washer and dryers), other customary equipment 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 Premises and the improvements now or hereafter located thereon (the "Improvements"), or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements 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 Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements;

TOGETHER WITH all accounts, escrows, documents, instruments, chattel paper, claims, deposits, financial assets and general intangibles, as such terms are defined in the Uniform Commercial Code, and all agreements, contracts, certificates, instruments, and other documents, now or hereafter entered into, and all proceeds, substitutions and replacements thereof, all contract rights, insurance proceeds, franchises, books, records, appraisals, architectural and engineering plans, specifications, environmental and other reports relating to the Premises, trademarks, trade names, servicemarks, symbols, logos, copyrights, goodwill, tenant or guest lists, correspondence with present and prospective purchasers, tenants, guests and suppliers, advertising materials and telephone exchange numbers as identified in such materials, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Premises as a result of tax certiorari or any applications or proceedings for reduction, refunds of

real estate taxes and assessments, permits, licenses (to the extent assignable), approvals, actions, and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

TOGETHER WITH all leases and other agreements affecting the use, enjoyment or occupancy of the Premises or the Improvements heretofore or hereafter entered into (including, without limitation, subleases, licenses, concessions, tenancies and other occupancy agreement covering or encumbering all or any portion of the Premises), together with any guarantees, supplements, amendments, modifications, extensions and renewals of any thereof, and all additional remainders, reversions, and other rights and estates appurtenant thereto;

TOGETHER WITH all income, rents, room rates, issues, profits, revenues (including oil and gas or other mineral royalties and bonuses), deposits and other benefits from the operation of the business at the Premises including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini bars, meeting rooms, banquet rooms and recreational facilities and otherwise, 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 possession, use or occupancy of all or any portion of the Premises or personally located thereon, or rendering of services by Debtor or any operator or manager of the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, 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, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Premises;

TOGETHER WITH all awards heretofore and hereafter made to Debtor for taking by eminent domain the whole or any part of the Premises or any easement therein, including any awards for changes of grade of streets;

TOGETHER WITH all products and proceeds of the foregoing; and

TOGETHER WITH all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Premises, Improvements and all other items described in the preceding clauses, hereafter acquired by, conveyed to, or released to Debtor or constructed, assembled or placed on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, conveyance, construction, assembling, placement or conversion, as the case may be.

EXHIBIT A
LEGAL DESCRIPTION

Meacham Business Center (AG# 23)

Parcel 1:

That part of the Northwest Quarter of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section 12; Thence East along the South line of said Northwest Quarter a distance of 513.88 feet for a point of beginning thence continuing East along the South line of said Northwest quarter, a distance of 641.72 feet to the Southwest corner of a parcel of land taken by the Illinois State Toll Highway Commission known as Parcel N-6C 68.4; Thence Northerly along a line forming an angle to the left of 90 degrees 30 minutes with said South line of the Northwest Quarter a distance of 248.98 feet to a point; Thence turning an angle to the left of 14 degrees 02 minutes 10 seconds with the last described line extended, and running Northwesterly, a distance of 123.69 feet to a point; Thence turning an angle to the left of 40 degrees 13 minutes 28 seconds with the last described line extended, and running Northwesterly a distance of 52.16 feet to the intersection of said line 165 feet Southerly of (measured at right angles to) and parallel with the Southerly right of way line of the Northern Illinois Toll Highway; Thence Northwesterly along said parallel line a distance of 571.48 feet; Thence South along a line drawn parallel with the West line of said Northwest Quarter, a distance of 486.78 feet to the point of beginning.

Parcel 2:

Non-exclusive easement located West of and adjacent to the West line of Parcel 1 for ingress and egress over and across the following described property and the exclusive right to use the Easterly 3 feet and the Southerly 10 feet thereof for parking, as granted by that certain Easement and Maintenance Agreement dated and recorded October 10, 1979 as document 25185740:

That part of the Northwest Quarter of Section 12, Township 41 North, Range 10, East of the third principal meridian, described as follows: Beginning at a point in the South line of said Northwest Quarter which is a distance of 480.88 feet East of the Southwest corner of said Northwest Quarter; Thence continuing East along said South line a distance of 33 feet; Thence North, parallel with the West line of said Northwest Quarter, a distance of 483.78 feet to the intersection of said line with a line 165 feet Southerly of (measured at right angles to) and parallel with the Southerly right of way line of the Northern Illinois Toll Highway; Thence Northwesterly along said parallel line, being also the Southerly line of the Northern Illinois Gas Company right of way, a distance of 38.6 feet; Thence Southerly a distance of 492.73 feet to the point of beginning, all in Cook County, Illinois.

Assessor's Parcel No. 07-12-100-014

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