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

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First, and address(es))	Secured Party(ies) and address(es)
Parking Properties USA II, LLC 155 Montgomery Street 15th Floor San Francisco, California 94104	Fremont Investment & Loan 175 N. Riverview Drive Anaheim, California 92808

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1999-06-30 11:30:52
Cook County Recorder 33.50

1. This financing statement covers the following types (or items) of property:
All personal property and fixtures as particularly described in Exhibit A.
2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

ASSIGNEE OF SECURED PARTY

3. (If applicable) The above goods are to become fixtures on [The above number is standing on ...] [The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on ...] (Strike what is inapplicable) (Describe Real Estate)

The real property commonly known as 167 East Ohio Street, Chicago, Illinois as more particularly described in Exhibit B.

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.

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

Parking Properties USA II, LLC

By: James E. Dennis MANAGER
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.

(X) TO BE RECORDED AMONG THE LAND RECORDS OF THE COOK COUNTY, ILLINOIS
RECORDER OF DEEDS

() TO BE FILED WITH THE SECRETARY OF STATE OF ILLINOIS

THE SECURED PARTY DESIRES THE FINANCING STATEMENT TO BE
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE
DESCRIBED IN EXHIBIT B ATTACHED HERETO

EXHIBIT A TO
FINANCING STATEMENT

DATED: June 25, 1999

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

Name of Debtor:

PARKING PROPERTIES USA II, LLC, a California limited liability company

Address of Debtor:

155 Montgomery Street, 15th Floor
San Francisco, California 94104

Name of Secured Party:

FREMONT INVESTMENT & LOAN, a California industrial loan association

Address of Secured Party:

175 N. Riverview Drive
Anaheim, California 92808
Attention: Real Estate Department
Loan Number: 950113540

DESCRIPTION OF THE COLLATERAL

Definitions

When used in this Exhibit A, the following initially capitalized terms shall have the following
meanings:

"Governmental Agency" means any federal, state, municipal or other governmental or quasi-governmental court, agency, authority or district.

"Loan" means the loan in the amount of Five Million and No/100 Dollars (\$5,000,000) made by Secured Party to Debtor and B.M.C. Associates, L.L.P., an Arizona limited liability partnership.

"Personal Property" means all personal property in which Debtor now or hereafter owns or acquires any interest or right and which is now or hereafter located on or used or useful in the development, operation, ownership, occupancy, use, maintenance, repair or restoration of the Project or any portion thereof, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and together with all insurance proceeds from any policy of insurance covering any of the foregoing property now or hereafter acquired by Debtor.

"Personal Property" shall include, without limitation, the personal property described below and any leased personal property.

"Property" means that certain real property described on Exhibit B attached hereto.

"Project" means the Property together with the improvements now or hereafter located thereon.

"Secured Obligations" means the payment and performance of every obligation, covenant and agreement of Debtor in connection with the Loan.

All terms used herein which are defined in the Illinois Uniform Commercial Code shall have the same meanings when used herein, unless the context requires otherwise.

Collateral

This Financing Statement covers all of Debtor's right, title and interest, now or hereafter acquired, in and to the following:

(a) All personal property, including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those which are now or hereafter located on or affixed to the Project or used or useful in the operation, use or occupancy thereof or the construction of any improvements thereon, including, without limitation, any interest of Debtor in and to personal property which is leased or subject to any superior security interest, or which is being manufactured or assembled for later installation into the improvements now or hereafter located at the Project, wherever located, and all books, records, leases and other documents, of whatever kind or character, relating to the Project;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the Secured Obligations remains unpaid, may accrue from such goods, fixtures, furnishings, equipment and building materials or any part thereof or from the Project or any part thereof, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing therefor;

(c) All of Debtor's present and future rights to receive payments of money, services or property including, without limitation, rights to all deposits from tenants of the Project, deposits from prospective purchasers of the Project, capital contributions from the constituent partners of Debtor if Debtor is a partnership, amounts payable on account of the sale of partnership interests or stock of Debtor, accounts, accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles and principal, interest and payments due on account of

goods sold, services rendered, loans made or credit extended, together with title or interest in all documents evidencing or securing the same.

(d) All other intangible property and rights relating to the Project or the operation thereof, or used in connection therewith, including but not limited to all governmental permits relating to construction or other activities on the Project, all names under or by which the Project may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Project, goodwill in any way relating to the Project, and all permits, licenses, franchises, approvals, variances and land use entitlements relating in any way to, or to the occupancy, operation, ownership and use of, the Project;

(e) All judgments, claims, settlements of claims and causes of action under any legal proceeding relating to the Project or the ownership, use, occupancy or operation thereof;

(f) All proceeds from sale or disposition of the Personal Property;

(g) Debtor's rights under all insurance policies covering the Project or any of the Personal Property (whether or not Debtor is required by Secured Party to maintain such insurance), and all proceeds, loss payments and premium refunds payable regarding the same;

(h) All reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on the Project;

(i) All water stock relating to the Project;

(j) All causes of action, claims, compensation and recoveries for any damage to or condemnation or taking of the Project or the Personal Property, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Project or the Personal Property, or for any loss or diminution in value of the Project or the Personal Property;

(k) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Project and all studies, data and drawings related thereto, and all contracts and agreements of Debtor relating to such plans and specifications or such studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Project;

(l) All of Debtor's present and future rights in and to all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reduction credits), other credits, waivers and payments, whether in cash or kind, due from or payable by any Governmental Agency or any insurance or utility company relating to any or all of the Project, any improvements thereon or any of the collateral described herein or arising out of satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the Project or the improvements thereon;

(m) All of Debtor's present and future rights in and to all refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency or other entity for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Project, any improvements thereon or any of the collateral described herein or arising out of the satisfaction of any condition imposed upon or the obtaining of any approvals for the development of the Project or the improvements thereon;

(n) All Debtor's rights in proceeds of the Loan;

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- (o) All Debtor's rights to receive the proceeds of any "take-out" or permanent financing or commitment to provide such financing; and
- (p) All proceeds and products of any of the foregoing (and proceeds and products of proceeds and products).

Property of Cook County Clerk's Office

DEBTOR:

Parking Properties USA II, LLC
a California limited liability company

By: Parking Management USA, LLC
a California limited liability company
Its: Managing Member

By: James E. Brennan
James E. Brennan
Its: Managing Member

By: W. Geoffrey Jewett
W. Geoffrey Jewett
Its: Managing Member

ATTEST:

David Zeff
Name: DAVID ZEFF
Title: VP

[CORPORATE SEAL]

AFTER FILING RETURN TO:

FREMONT INVESTMENT & LOAN
303 West Madison Street, Suite 500
Chicago, Illinois 60606
Attention: Real Estate Department
Loan Number: 950113540



**EXHIBIT B TO
FINANCING STATEMENT
LEGAL DESCRIPTION OF THE PROPERTY**

LOT A IN MARTIN'S CONSOLIDATION OF PART OF BLOCK 21 IN KINZIE ADDITION TO CHICAGO,
A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax Index Number: 17-10-122-019-0000

Commonly known as 167 East Ohio Street, Chicago, Illinois.

Property of Cook County Clerk's Office