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43-1009  
2008-07-07 10:58  
Cook County

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0030032024

9. NAME & PHONE OF CONTACT AT FILER (optional)

Janet H. Littlefield (303) 825-8400

10. SEND ACKNOWLEDGMENT TO: (Name and Address)

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.  
950 17<sup>th</sup> Street, Suite 1600  
Denver, Colorado 80202  
Attn: Mark F. Copertino, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10a. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

16. ORGANIZATION'S NAME

GLENBOROUGH FUND IX LLC

OR

17. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

MAILING ADDRESS c/o Glenborough Realty Trust  
Incorporated, 400 South El Camino Real

CITY  
San Mateo

STATE POSTAL CODE  
CA 94402-1708

COUNTRY

18. TAX ID #, SSN OR EIN  
94-3311507

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

19. TYPE OF ORGANIZATION  
Limited Liability Co.

20. JURISDICTION OF ORGANIZATION  
Delaware

21. ORGANIZATION ID #, if any  
DE 2954198

NONE

10b. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

22. ORGANIZATION'S NAME

OR

23. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

24. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

25. TAX ID #, SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

26. TYPE OF ORGANIZATION

27. JURISDICTION OF ORGANIZATION

28. ORGANIZATIONAL ID #, if any

NONE

10c. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

29. ORGANIZATION'S NAME

SUNAMERICA LIFE INSURANCE COMPANY

OR

30. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

MAILING ADDRESS 1 SunAmerica Center, Century City, Attn:  
M. Campagna

CITY  
Los Angeles

STATE POSTAL CODE  
CA 90067-6022

COUNTRY

10d. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

9e. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

9f.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

9g. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 (ADDITIONAL FEE) (optional)

9h. OPTIONAL FILER REFERENCE DATA

19260-828 GLENBOROUGH, EMBASSY PLAZA

COOK COUNTY, ILLINOIS - REAL PROPERTY RECORDS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT FORM (REV. 07/23/98)

BOOK 333-CP

0030032024

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

GLENBOROUGH FUND IX LLC

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID# SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID#, if any

NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR 12b. INDIVIDUAL'S NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction - effective 30 years

Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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DEBTOR NAME: GLENBOROUGH FUND IX LLC

EMBASSY PLAZA

## EXHIBIT A TO UCC FINANCING STATEMENT

### Collateral Description

All of Debtor's estate, right, title and interest in, to and under the following types or items of property (including but not limited to the definition of such types or items in the Uniform Commercial Code as in effect in the state or states in which any of the collateral is located (the "UCC")), wherever located, whether now owned or hereafter arising or all proceeds of any or all of the foregoing (collectively, the "Collateral"):

A. all tracts or parcels of land as described in Exhibit B attached hereto, together with all rights of way or use, sidewalks, alleys, strips, gores, rights (including rights in streets (including those vacated or to be vacated), privileges, air rights and development rights, sewer rights, waters, water courses, water rights and powers, servitudes, estates, licenses, easements, tenements, hereditaments and appurtenances incident, belonging or pertaining to such land, including any mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever now or hereafter appurtenant) (collectively, the "Land"), and buildings, structures, fixtures and improvements now or hereafter located or placed thereon (which buildings and improvements, together with any additions thereto or alterations or replacements thereof, are referred to as the "Improvements");

B. all machinery, apparatus, equipment, materials, fittings, fixtures, chattels, articles of personal property and all other property (real, personal or mixed), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now or hereafter owned by Debtor or in which Debtor has or shall acquire an interest (to the extent of such interest), and now or hereafter located on, attached to or contained in or used in connection with the Land or the Improvements, or placed on any part thereof though not attached thereto, including all indoor and outdoor furniture, landscaping, indoor plants, tools, screens, awnings, shades, blinds, curtains, draperies, partitions, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, water heating, cooking, monitoring, ventilating, air conditioning, refrigerating, sanitation, waste removal, incinerating or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuum systems, window washing and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, alarms, telecommunications, entertainment, recreational or security systems and equipment, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, and appliances (collectively, "Equipment");

C. all personal property now or hereafter located at or used in connection with the Premises (defined below) and owned by Debtor;

D. all real estate tax refunds and credits and all awards or payments, including interest on any of them, and the right to receive the same which Debtor may have, which may be made with respect to any of the Land, Improvements and Equipment (collectively, the

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DEBTOR NAME: GLENBOROUGH FUND IX LLC

EMBASSY PLAZA

“Premises”) whether from a condemnation thereof or for any other injury to, decrease in the value of, or other occurrence affecting any of the Premises, subject, in each case, to the rights of (i) tenants under any Leases (defined herein) or parties under Operating Agreements to the extent such Leases or Operating Agreements are not subordinate to the terms of the Security Instrument and (ii) Debtor under the Loan Agreement;

E. all Operating Agreements and all other agreements for, affecting or related to the use and occupancy of the Premises, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the “**Bankruptcy Code**”) or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant or occupant of any portion of the Collateral and all extensions, amendments and modifications thereto heretofore or hereafter entered into), and all rents, incomes, issues, royalties, revenues and profits derived by Debtor from the Premises and the right to apply such rents, incomes, issues, royalties, revenues and profits to the payment of the Note and the other obligations secured by the mortgage, deed of trust or deed to secure debt dated as of the date hereof made by Debtor for the benefit of Secured Party encumbering the Land (the “**Security Instrument**”) as together with the security deposits or other payments or instruments delivered as security under such Leases, Operating Agreements and agreements (the grant of such security deposits and other security being subject to application in accordance with the express requirements of such Leases, Operating Agreements and any other agreements applicable thereto);

F. all monies, accounts, instruments and other property (including all Credit Facilities, Eligible Collateral, additional collateral and other pledges of money provided to Lender pursuant to the terms of the Security Instrument or any other documents executed in connection with the Loan (collectively, the “**Loan Documents**”) constituting a part of the security for the Loan or the performance by Debtor of its obligations under the Security Instrument or the other Loan Documents as of any particular time, including all collateral subject to the lien evidenced by any of the Loan Documents or assigned to Debtor after the date hereof, and any proceeds of the foregoing;

G. all proceeds of, and any unearned premiums or refunds of premiums on, any insurance policies covering all or any part of the Premises or other portion of the Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof for damage to or the diminution of the Premises, but subject, in each case, to the rights of (i) tenants under any Leases or parties under Operating Agreements to the extent such Leases and Operating Agreements are not subordinate to the terms of the Security Instrument and (ii) Debtor under the Loan Agreement;

H. all general intangibles (if any) relating to design, development, operation, management and use of the Premises, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations, licenses and consents obtained from any Governmental Authority in connection with the development, use, operation or management of the Premises, all construction, service, engineering, consulting, management, leasing,

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DEBTOR NAME: GLENBOROUGH FUND IX LLC

EMBASSY PLAZA

architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises, all architectural drawings, plans, specifications, soil tests, appraisals, engineering reports and similar materials relating to all or any portion of the Premises and all payment and performance bonds or warranties or guarantees relating to the Premises, all to the extent assignable and to the extent Debtor now or hereafter has an interest in the same;

I. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source and business identifiers, trademark registrations and applications for registration used exclusively at or relating exclusively to the Premises or any portion thereof (other than the name "Glenborough"); all renewals, extensions and continuations-in-art of the items referred to above; any written agreement granting to Debtor any right to use any trademark or trademark registration at or in connection with any of the Premises; and the right of Debtor to sue for past, present and future infringements of the foregoing;

J. the right in the name and on behalf of Debtor to appear in and defend any action or proceeding brought with respect to any of the Premises or any other component of the Collateral, and to commence any action or proceeding to protect the interest of Lender therein;

K. any of the foregoing to the extent acquired from and after the date hereof; and

L. and all of Debtor's interest in and to all proceeds, including interest receivable thereon, of the voluntary or involuntary conversion of any of the foregoing, including proceeds of insurance and condemnation awards, into cash or liquidated claims.

All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement dated October 30, 1998 between Debtor and Secured Party, as modified by an Assumption and Loan Modification Agreement dated as of May 25, 2000, and as modified by the Loan Modification Agreement dated as of December 19, 2002 (the "Loan Agreement"), copies of which can be attained by contacting Secured Party at the above listed address.

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11/11/11

EXHIBIT B  
TO  
UCC FINANCING STATEMENT

PARCEL 1:

(Real Property)

LOT 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCEL 3:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN PARAGRAPH 2 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NO. 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

PARCEL 4:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NO. 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NO. 25406331.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NO. 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NO. 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

PARCEL 6:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 3 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE

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DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NO. 26442125.

(EXCEPTING FROM PARCELS 2 THROUGH 6 ANY PORTION THEREOF WHICH FALLS WITHIN PARCEL 1) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 3 IN RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 8:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS, RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 9:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS SET FORTH IN PARAGRAPH 1 OF THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, FOR THE PURPOSE OF INGRESS AND EGRESS UPON, OVER, ALONG AND ACROSS THE AREAS DESIGNATED AS "ACCESS AND CIRCULATION ROADS AND SIDEWALKS" ON EXHIBIT B OF DOCUMENT NUMBER 26442124 AND CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367;

PARCEL 10:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 AS CREATED BY ARTICLE IV OF THE DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT NUMBER 25406331 DEPICTED ON EXHIBIT 3 OF DOCUMENT NUMBER 25406331;

PARCEL 11:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 3, 4, 5 AND 6 AS SET FORTH ON THE PLAT OF SUBDIVISION OF WALDEN INTERNATIONAL, RECORDED JANUARY 30, 1980 AS DOCUMENT NUMBER 25342431, WITHIN THE AREAS MARKED "UTILITY EASEMENTS" AND UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 AS SET FORTH ON THE PLAT OF RESUBDIVISION OF LOTS 1 AND 2 OF WALDEN INTERNATIONAL, RECORDED OCTOBER 6, 1982 AS DOCUMENT NUMBER 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

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DEBTOR NAME: GLENBOROUGH FUND IX LLC

EMBASSY PLAZA

PARCEL 12:

PERPETUAL AND NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 7 UPON, OVER, UNDER, ALONG AND ACROSS THOSE PARTS OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL, AS SET FORTH IN THE DECLARATION OF EASEMENTS FOR RESUBDIVISION OF LOTS 1 AND 2 IN WALDEN INTERNATIONAL FOR CONSTRUCTING, UTILIZING, REPAIRING, MAINTAINING AND RECONSTRUCTING "UTILITY LINES" AS DEPICTED IN EXHIBIT C OF SAID DECLARATION RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442124 AND AS CREATED BY DEED RECORDED MARCH 3, 1982 AS DOCUMENT 26524367;

(EXCEPTING FROM PARCELS 8 THROUGH 12 ANY PORTION THEREOF WHICH FALLS WITHIN PARCEL 7), ALL IN COOK COUNTY, ILLINOIS.

TAX INDEX NUMBER: 07-01-101-008-0000  
07-01-101-009-0000  
07-12-101-023-0000  
07-12-101-024-0000

COMMON STREET ADDRESS: 1933 Meacham Road, Schaumburg, Illinois 60173

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