


UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0405826126
 Doc#: 0405826126
 Eugene "Gene" Moore Fee: \$34.50
 Cook County Recorder of Deeds
 Date: 02/27/2004 04:15 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional) 04-0017

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KELLEY DRYE & WARREN LLP
 101 Park Avenue
 New York, New York 10178
 Attn: James J. Kirk, Esq.

THIS SPACE FOR USE OF FILING OFFICER

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

1a. ORGANIZATION'S NAME
Northwest Corporate Centre I Limited Partnership

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS **2500 West Higgins Road** CITY **Hoffman Estates** STATE **IL** POSTAL CODE **60195** COUNTRY **USA**

1d. TAX ID.# SSN OR EIN **36-4094606** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LP** 1f. JURISDICTION OF ORGANIZATION **Illinois** 1g. ORGANIZATIONAL I.D.#, if any None

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

2a. ORGANIZATION'S NAME
Northwest Corporate Centre II and III Limited Partnership

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS **2500 West Higgins Road** CITY **Hoffman Estates** STATE **IL** POSTAL CODE **60195** COUNTRY **USA**

2d. TAX ID.# SSN OR EIN **36-4094606** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION **LP** 2f. JURISDICTION OF ORGANIZATION **Illinois** 2g. ORGANIZATIONAL I.D.#, if any None

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

3a. ORGANIZATION'S NAME
The Guardian Life Insurance Company of America

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS **7 Hanover Square, 20th Floor - B** CITY **New York** STATE **NY** POSTAL CODE **10004** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
See Exhibit A and Exhibit B attached hereto

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

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 [optional] (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA
File in Cook County, Illinois

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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

Northwest Corporate Centre I Limited

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

Northwest Tech Limited Partnership

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS **2500 West Higgins Road**

CITY
Hoffman Estates

STATE
IL

POSTAL CODE
60195

COUNTRY
USA

11d. TAX ID #: SSN OR EIN

36-4094606

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION
LP

11f. JURISDICTION OF ORGANIZATION
IL

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 LAST 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

16. Additional collateral description:

See Exhibit A attached hereto

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

Record owner of (a) land described in Exhibit B as Parcel 7 and improvements thereon is Northwest Corporate Centre I Limited Partnership, (b) land described in Exhibit B as Parcels 1 & 4 and improvements thereon is Northwest Corporate Centre II and III Limited Partnership and (c) land described in Exhibit B as Parcel 9 and improvements thereon is Northwest Tech Limited Partnership

17. Check only if application 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

UNOFFICIAL COPY**Exhibit A****TO UCC FINANCING STATEMENT BETWEEN**

NORTHWEST CORPORATE CENTRE I LIMITED PARTNERSHIP, NORTHWEST CORPORATE CENTRE II AND III LIMITED PARTNERSHIP AND NORTHWEST TECH LIMITED PARTNERSHIP, COLLECTIVELY, AS DEBTOR,

and

**THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,
AS SECURED PARTY**

A. All of Debtors' right, title and interest, if any, in and to: the improvements now existing or hereafter erected or placed upon the land described in Exhibit B attached hereto (the "Land") and all fixtures now or hereafter affixed to such improvements or the Land, including all buildings, structures and other improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, boilers, equipment (including without limitation all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor (all of such improvements and fixtures whether now or hereafter placed thereon being hereby declared to be real property and referred to hereinafter as the "Improvements");

all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the centerline thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof with the appurtenances thereto;

all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore, now or hereafter entered into and all guarantees thereof (the "Leases") and all income, rents, royalties, revenue, issues, profits, proceeds and security deposits from any and all of the Land and the Improvements thereon including all lease termination fees or payments (the "Rents"), subject, however, to the right, power and authority conferred upon Secured Party or reserved to Debtor pursuant to the terms of that certain

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mortgage given by Debtor in favor of Secured Party (the "Mortgage") to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and security deposits;

all deposits made with or other security given to utility companies or any other entity by Debtor and all advance payments of insurance premiums made by Debtor with respect to the Land and Improvements thereon and claims or demands relating to such deposits, other security and/or such insurance;

all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any default hereunder, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Secured Party to receive and apply the same to the indebtedness (as defined in the Mortgage) in such order as Secured Party may elect, and Secured Party may demand, sue for and recover any such payments but shall not be required to do so;

all proceeds, causes of action, damages, recoveries, awards, payments and claims arising on account of any damage to or taking of the Land or the Improvements or any part thereof, including the right to receive the same as a result of the exercise of the right of eminent domain or any conveyance in lieu thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land or the Improvements;

all licenses (including without limitation any operating licenses or similar matters, but excluding liquor licenses), contracts, plans and specifications (including working drawings), management contracts or agreements, franchise agreements, permits, authorizations or certificates required or used in connection with the ownership, operation or maintenance of the Improvements;

the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Land or the Improvements and to commence any action or proceeding to protect the interest of Secured Party in the Land and Improvements;

all governmental permits relating to construction of the Improvements, all names under or by which the Improvements may at any time be operated or known (to the extent Debtor has rights in such names), and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill; and

all claims and rights to refunds or abatements of real property taxes and assessments imposed on the Land or the Improvements, with the right, in Secured Party's own name or in the name and on behalf of Debtor, to appear in and prosecute any action or proceeding to cause the reassessment of the Land and Improvements for real property and assessment purposes or to recover any refund of such real property taxes or assessments.

All of the property described in Paragraph A above is hereinafter referred to as the "Real Property."

B. All of Debtors' right, title and interest, if any, in and to: that portion of the Real Property which may be construed to be personal property and in all other personal property

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of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any Leases or agreements pertaining to, the Real Property, including:

all plans and specifications prepared for the construction of the Improvements and all studies, data and drawings related thereto, as well as all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other personal property of every kind and description, including all leasehold interests in personal property;

all substitutions and replacements of, and accessions and additions to, any of the foregoing;

all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchaser of any part of the Real Property, together with all deposits and other proceeds of the sale thereof;

subject to the other provisions of the Mortgage, (i) all proceeds of any fire and/or builders risk insurance policy or of any other policy insuring the Real Property (and the contents of the Improvements) against any other perils, whether or not required under the Mortgage; (ii) all awards made in eminent domain proceedings, or purchases in lieu thereof, made with respect to the Real Property; and (iii) any compensation, award or payment or relief given by any governmental agency or other source because of damage to the Real Property resulting from earthquake, flood, windstorm or any emergency or any other event or circumstance;

all policies of insurance arising out of the ownership of the Real Property;

all accounts, contract rights, trademarks, trade names, chattel paper, instruments, general intangibles, financial assets and other obligations of any kind now or hereafter existing arising out of or in connection with the operation or development of the Real Property, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, financial assets or obligations;

all agreements, permits, contracts and entitlements relating to the construction and operation of the Real Property; and

all proceeds of any of the foregoing, including without limitation proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

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EXHIBIT B

PARCEL 1:

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1986, AS DOCUMENT NUMBER 86228827, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86-227007.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING STORM SEWER LINE; PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AND THE CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A RETAINING WALL, AS SET FORTH IN DOCUMENT 86227006.

PARCEL 4:

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6 AND PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1986 AS DOCUMENT NUMBER 86251398, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS FOR THE BENEFIT OF PARCEL 4 FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 86227007.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 4 WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING AND CONNECTING TO STORM SEWER LINES; AND PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AS SET FORTH IN DOCUMENT NO. 86227006.

PARCEL 7:

LOT 2 IN NORTHWEST CORPORATE CENTRE UNIT ONE BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 27352826, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON AND OVER THE ROADWAYS LOCATED IN THE NORTHWEST CORPORATE CENTRE AND FOR VEHICULAR PARKING IN THE PARKING SPACES LOCATED IN THE NORTHWEST CORPORATE CENTRE AS CREATED BY GRANT CONTAINED IN AGREEMENT FOR EASEMENT DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT NO. 86227007.

PARCEL 9:

LOT 1 IN NORTHWEST CORPORATE CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON NOVEMBER 28, 1984 AS DOCUMENT NUMBER 27352826.

PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 4, 7 & 9 FOR USE OF DETENTION POND [LOCATED EAST AND ADJOINING PARCELS 7 & 9] AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86227006.