

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 08/03/2004 03:39 PM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

① GNT #04-0506

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  
**South Barrington Office Center, L.L.C.**

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 I.D.#, SSN OR EIN **36-4248850** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 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

OR

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

2c. MAILING ADDRESS **2** CITY STATE POSTAL CODE COUNTRY

2d. TAX I.D.#, SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 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)

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

FILING OFFICER COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

KELLEY DRYE & WARREN LLP  
101 PARK AVENUE

Guaranty National Title Co.  
36 W. Randolph, Ste. 800  
Chicago, IL 60601

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## Exhibit A

### TO UCC FINANCING STATEMENT BETWEEN

**SOUTH BARRINGTON OFFICE CENTER, L.L.C., 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:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD (ROUTE 72), IN COOK COUNTY, ILLINOIS.

PIN: 01-34-400-005

Parcel 2:

THAT PART OF FRACTION SECTION 2, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH LIES (i) NORTH OF THE NORTH LINE OF THE PREMISES CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED FEBRUARY 3, 1958 AS DOCUMENT NO. 17,24,408 AND FILED JANUARY 22, 1958 AS DOCUMENT NO. LR-1,778,493 AND (ii) EAST OF THE EAST LINE EXTENDED SOUTH OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR MUNDHANK ROAD.

PIN: 06-02-200-014

COMMONLY KNOWN AS: 33 WEST HIGGINS ROAD, SOUTH BARRINGTON, ILLINOIS.