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Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 12/02/2004 01:21 PM Pg: 1 of 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

David J. Weinberger, Esq.  
Proskauer Rose LLP  
1585 Broadway  
New York, NY 10036

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9/13  
A2 MS  
8238949-1

### 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  
Oliver McMillan Glenview Retail, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS  
c/o Oliver McMillan 733 8th Ave, 3rd Floor

CITY  
San Diego

STATE  
CA

POSTAL CODE  
92101

COUNTRY  
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR  
20-1681261

1e. TYPE OF ORGANIZATION  
Limited Liability Co.

1f. JURISDICTION OF ORGANIZATION  
Delaware

1g. ORGANIZATIONAL ID #, if any  
3857719

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

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

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

3a. ORGANIZATION'S NAME  
Barclays Capital Real Estate Inc.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS  
200 Park Avenue, Attn: CMBS Servicing

CITY  
New York

STATE  
NY

POSTAL CODE  
10166

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:  
All that certain collateral more particularly set forth on Exhibit B attached hereto and incorporated herein by this reference which is located on or related to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/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 (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)

All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
Cook County, Illinois

7  
J

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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		
	Oliver McMillan Glenview Retail, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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**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. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> 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 A attached hereto

15. Name and address of a 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

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## EXHIBIT B

All right, title and interest of OliverMcMillan Glenview Retail, LLC, a Delaware limited liability company ("**Debtor**"), in (collectively, the "**Property**”):

1. **Land.** The land described in Exhibit A attached hereto and made a part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith ("**Land**”);
2. **Additional Land.** All land that, from time to time, by supplemental deed or otherwise, may be expressly made subject to that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "**Security Instrument**”) made by Debtor in favor of Barclays Capital Real Estate Inc. ("**Secured Party**”), and all estates and development rights hereafter acquired by Debtor for use in connection with such land (also, the "**Land**”);
3. **Improvements.** All buildings, structures, improvements and fixtures now or hereafter erected or located on the Land ("**Improvements**”);
4. **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Property 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 center line 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 Property and every part and parcel thereof, with all appurtenances thereto;
5. **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furnishing, building supplies and materials, and all other personal property of every kind and nature whatsoever owned by Debtor (or in which Debtor has or hereafter acquires an interest) and now or hereafter located upon, or appurtenant to, the Property or used or useable in the present or future operation and occupancy of the Property, along with all accessions, replacements or substitutions of all or any portion thereof (collectively, "**Personal Property**”);
6. **Leases and Rents.** All leases, subleases, licenses and other agreements granting others the right to use or occupy all or any part of the Property together with all restatements, renewals, extensions, amendments and supplements thereto ("**Leases**”), now existing or hereafter entered into, and whether entered before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Reform Act of 1978 codified as 11 U.S.C. §101 et seq., and the regulations issued thereunder, both as hereafter modified from time to time (the "**Bankruptcy Code**”), and all of Debtor’s right, title and interest in the Leases, including, without limitation (i) all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith ("**Lease Guaranties**”), (ii) all cash, notes, or

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security deposited thereunder to secure the performance by the tenants of their obligations thereunder ("**Tenant Security Deposits**"), (iii) all claims and rights to the payment of damages and other claims arising from any rejection by a tenant of its Lease under the Bankruptcy Code ("**Bankruptcy Claims**"), (iv) all of the landlord's rights in casualty or condemnation proceeds of a tenant in respect of the leased premises ("**Tenant Claims**"), (v) all rents, ground rents, additional rents, revenues, termination and similar payments, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Property (collectively with the Lease Guaranties, Tenant Security Deposits, Bankruptcy Claims and Tenant Claims, "**Rents**"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, (vi) all proceeds or streams of payment from the sale or other disposition of the Leases or disposition of any Rents, and (vii) the right to receive and apply the Rents to the payment of the Debt and to do all other things which Debtor or a lessor is or may become entitled to do under the Leases or with respect to the Rents;

7. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

8. Insurance Proceeds. All proceeds of, and any unearned premiums on, any insurance policies covering the Property, including, without limitation, the exclusive right to receive and apply the proceeds of any claim awards, judgments, or settlements made in lieu thereof, for damage to the Property;

9. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in Taxes, including, without limitation, rebates as a result of tax certiorari or any other applications or proceedings for reduction;

10. Agreements. All agreements (including, without limitation, interest rate cap agreements, swaps or other interest hedging agreements), contracts (including, without limitation, service, supply and maintenance contracts), registrations, permits, licenses (including, without limitation, liquor licenses, if any, to the fullest extent assignable by Debtor), franchise, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property, or respecting any business or activity conducted from the Property, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Debtor thereunder (collectively, the "**Operating Agreements**");

11. Intangibles. All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

12. Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property (including, without limitation, all reserves, escrows, deposit accounts and lockbox accounts established pursuant to the Loan Agreement), together with all cash, checks,

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drafts, certificates, securities, investment property, financial assets, instruments and other property from time to time held therein, and all proceeds, products, distributions, dividends or substitutions thereon or thereof;

13. Rights to Conduct Legal Actions. The right, in the name and on behalf of Debtor, to commence any action or proceeding to protect the interest of Lender in the Property and to appear in and defend any action or proceeding brought with respect to the Property;

14. Proceeds. All proceeds and profits arising from the conversion, voluntary or involuntary, of any of the foregoing into cash (whether made in one payment or a stream of payments) and any liquidation claims applicable thereto;

15. Condominium Documents. All rights, remedies and powers of Debtor under the declaration of condominium (the "**Declaration of Condominium**") of any condominium (the "**Condominium**") which includes the Property (or any portion thereof) as a part thereof, which was created pursuant to the provisions of the Condominium Property Act, 765 ILCS 605/1-605/32, as amended; the true copy of the by-laws (the "**By-Laws**") of the Condominium; the rules adopted by the Condominium concerning the management and administration of the Condominium and the use of the common elements; and the rules, regulations, resolutions and decisions adopted pursuant thereto, each as amended, including, without limitation, any rights of Debtor to appoint any members of the organization managing the Condominium, by virtue of the Condominium Act, the Declaration of Condominium and the By-laws (including, without limitation, any Voting Member (as defined in the Declaration of Condominium)), and any rights to exercise voting rights or privileges; and

16. Rights. Any and all other rights of Debtor in and to the items set forth in the foregoing subsections (1) through (15), inclusive, and in and to the Property.

This UCC-1 Financing Statement is filed in connection with the Security Instrument made by Debtor in favor of Secured Party covering the fee estate of Debtor in the Property and intended to be duly recorded in Cook County, Illinois.

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## EXHIBIT A

### Legal Description of the Land

The following describes the Land:

Parcel 1: Lots 4, 6, 8, 10, 12, 13, 14, 15, 18 and 21 in Glen Town Center, a resubdivision of Lot 3 in GNAS mixed use retail center, in the West 1/2 of Section 27, Township 42 North, Range 12, East of the third principal meridian, according to the plat thereof recorded as document number 0020733381, in Cook County, Illinois.

Also

Proposed Unit B in the Glen Town Center- Retail A Condominium, as delineated on a survey of the following described tract of land:

Lot 2 in Glen Town Center, a resubdivision of Lot 3 in GNAS mixed use retail center, in the West 1/2 of Section 27, Township 42 North, Range 12, East of the third principal meridian, according to the plat thereof recorded as document 0020733381, which survey is attached as exhibit "B" to the Declaration of Condominium recorded as document number 043224400<sup>2</sup> together with its undivided percentage interest in the common elements in Cook County Illinois.

Parcel 2: Easements for the benefit of Parcel 1 for parking, access, utility, and construction, as set forth in Declaration of Easements, Covenants, Conditions and Restrictions recorded July 2, 2002, as Document 0020733382 by the Village of Glenview and OliverMcMillan Glenview, LLC.

Parcel 3: Blanket Pedestrian Easement for the benefit of Parcel 1 and other property over and across Lot 1 in GNAS mixed use subdivision, as contained in plat recorded September 27, 2001 as Document 0010905146.

Parcel 4: Vehicular ingress and egress easement for the benefit of Parcel 1 over and across part of Lot 4 in GNAS mixed use subdivision, as contained in plat recorded September 27, 2001 as Document 0010905146.

Parcel 5: Easements for ingress and egress, structural support, use of facilities, residential building roof access, encroachments, common walls, ceilings and floors, utilities, HVAC equipment and facilities and mechanical rooms, over and across Lots 20 and 22 in Glen Town Center aforesaid, for the benefit of Lot 21 and part of Lot 12, in Parcel 1, as contained in Declaration of Covenants, Conditions, Restrictions and Easements dated as of November 2, 2004 by OliverMcMillan Glenview, LLC with respect to Glentown Center, Building D, Glenview, Illinois, to be recorded or intended to be recorded in the recorder's office of Cook County, Illinois, prior to the recording of this instrument.

Parcel 6: Easements for ingress and egress, structural support, use of facilities, residential building roof access, encroachments, common walls, ceilings and floors, utilities, HVAC

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equipment and facilities and mechanical rooms, over and across Lots 17 and 19 in Glen Town Center aforesaid, for the benefit of Lot 18, and part of Lot 15, in Parcel 1, as contained in Declaration of Covenants, Conditions, Restrictions and Easements dated as of November 21, 2004 by OliverMcMillan Glenview, LLC with respect to Glentown Center, Building E, Glenview, Illinois, to be recorded or intended to be recorded in the recorder's office of Cook County, Illinois, prior to the recording of this instrument.

Tower Drive, Glenview IL

04-27-103-013-0000

04-27-103-015-0000

04-27-103-017-0000

04-27-103-019-0000

04-27-103-021-0000

04-27-103-023-0000

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04-27-103-029-0000

04-27-103-032-0000