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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/20/2007 02:22 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
ChoicePoint1 (770)369-8677
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
ChoicePoint1
2885 Breckinridge
Suite 200
Duluth, GA 30008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 COLE MT BROADVIEW IL, LLC
OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 2555 E. CAMELBACK ROAD, STE. 400 CITY PHOENIX STATE AZ POSTAL CODE 85016 COUNTRY USA
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION DE 1g. ORGANIZATIONAL ID #, if any 4403533 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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BEAR STEARNS COMMERCIAL MORTGAGE, INC
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS 1595 SPRING HILL ROAD, SUITE 310 CITY VIENNA STATE VA POSTAL CODE 22182 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
See Schedule A attached hereto.

Property Address: 100 @ 128, 300, 400, 500, 700, 1000, 3000, 3100, 3200, 3300, 3400, 3500, 3550, 3600, 7000, 7500, 7600, 7700, 8000 Broadview Village Square, Broadview, Illinois

PIN: 15-22-411-003-0000, 15-22-411-004-0000, 15-22-411-005-0000, 15-22-411-009-0000, 15-22-411-013-0000, 15-22-411-018-0000, 15-22-411-019-0000, 15-22-411-020-0000, 15-22-411-021-0000, 15-22-411-022-0000, 15-22-411-011-0000, 15-22-411-015-0000

5. ALTERNATIVE DESIGNATION [if applicable] LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING
6. [x] 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

Handwritten initials and signatures in the bottom right corner.

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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	COLE MT BROADVIEW IL, 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. 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
					USA

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.

16. Additional collateral description:

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

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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MERS MIN: 8000101-0000006909-5

SCHEDULE A TO UCC-1 FINANCING STATEMENT
COLE MT BROADVIEW IL, LLC, as Debtor,
and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee for Bear Stearns Commercial Mortgage, Inc., as Secured Party

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land") whether now owned or hereafter acquired by Debtor:

(a) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement dated September 13, 2007, by Debtor to Secured Party (the "**Mortgage**");

(b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(c) 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 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 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(e) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which

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the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(f) **Personal Property.** All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than **Fixtures**, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Mortgage and all proceeds and products of the above;

(g) **Leases and Rents.** All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee, of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief

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under the Bankruptcy Code (collectively, the “Rents”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) 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 but not limited to 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 subject to the terms, provisions and conditions of the Loan Agreement;

(i) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction (other than those to which any tenant of the Property may be entitled pursuant to its Lease);

(k) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(l) Rights. Subject to the terms, provisions and conditions of the Loan Agreement, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, 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 Land and any part thereof, including, without limitation that certain Amended and Restated Property Management and Leasing Agreement, dated as of September 16, 2005, by and among Cole Realty Advisors, Inc., Cole Operating Partnership II, LP, and Cole Credit Property Trust II, Inc. (but only to the extent it relates to the Property), and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder in each case, to the extent assignable;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, in each case, to the extent assignable;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, all securities, investments, property

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and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A;

(q) Tort Claims. All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A; and

(r) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 10 in Broadview Village Square, being a subdivision of part of the Southeast ¼ of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 8, 1994 as document number 94212972, in Cook County, Illinois.

Parcel 2:

Lots 2, 8 and 9 (Except that part of Lot 9 described by commencing at the Northwest corner of Lot 7 of said Broadview Village Square; thence South 00 degrees 05 minutes 44 seconds West along the West line of said Lot 7, 79.84 feet to the point of beginning; thence North 89 degrees 54 minutes 16 seconds West, 10.08 feet; thence North 00 degrees 05 minutes 44 seconds West, 7.33 feet; thence North 89 degrees 54 minutes 16 seconds West, 115.00 feet; thence South 45 degrees 05 minutes 44 seconds West, 35.36 feet; thence South 00 degrees 05 minutes 44 seconds West, 117.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 25.00 feet; thence South 00 degrees 05 minutes 44 seconds West, 32.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 125.08 feet to a point on the West line of Lot 7 in said Broadview Village Square; thence North 00 degrees 05 minutes 44 seconds East, along the West line of said Lot 7 in Broadview Village Square, 167.67 feet to the point of beginning), and Lot 12 in Broadview Village Square, being a subdivision of part of the Southeast ¼ of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 8, 1994 as document number 94212972, in Cook County, Illinois.

Parcel 3:

Portions of the following described Lots of Broadview Village Square, being a subdivision of the Southeast ¼ of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 8, 1994 as document number 94212972 with the Cook County Recorder of Deeds:
Lot 3 and Lot 4 (Except that part described as follows:

The North 165.58 feet of Lot 4 in Broadview Village Square, being a subdivision of the Southeast ¼ of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 8, 1994 as document number 94212972, said exception being further described by commencing at the Southwest corner of the Southeast ¼ of said Section 22; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southeast ¼, 444.36 feet to a point on the extension of the North line of said Lot 4; thence South 89 degrees 54 minutes 16 seconds East along said extension, 60.00 feet to the Northwest corner of Lot 4 for the point of beginning; thence continuing South 89 degrees 54 minutes 16 seconds East along the North line of Lot 4, 363.63 feet; thence South 29 degrees 21 minutes 26 seconds West, 60.42 feet to a point of curvature; thence so shortly along a tangential curve to the East having a radius of 500.00 feet, an arc distance of 121.23 feet (The long chord bearing South 22 degrees 24 minutes 41 seconds West, 120.94 feet) to the South line of the North 164.58 feet of Lot 4; thence North 89 degrees 54 minutes 16 seconds West along said South line, 287.91 feet to the West line of Lot 4, said line being 60.00 feet East of and parallel with the West line of said Southeast ¼; thence North 00 degrees 00 minutes 00 seconds East along said West line of Lot 4, 164.58 feet to the point of beginning), in Cook County, Illinois.

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Parcel 4:

A portion of Lot 9 described as follows:

Commencing at the Northwest corner of Lot 7 of said Broadview Village Square; thence South 00 degrees 05 minutes 44 seconds West along the West line of said Lot 7, 79.84 feet for a point of beginning; thence North 89 degrees 54 minutes 16 seconds West, 10.08 feet; thence North 00 degrees 05 minutes 44 seconds East, 7.33 feet; thence North 89 degrees 54 minutes 16 seconds West, 115.00 feet; thence South 45 degrees 05 minutes 44 seconds West, 35.36 feet; thence South 00 degrees 05 minutes 44 seconds West, 117.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 25.00 feet; thence South 00 degrees 05 minutes 44 seconds West, 32.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 125.00 feet to a point on the West line of said Broadview Village Square; thence North 00 degrees 05 minutes 44 seconds East, along the West line of said Lot 7 in Broadview Village Square, 167.67 feet, to the point of beginning, in Cook County, Illinois.

Parcel 5:

Non-Exclusive Easement for the benefit of parcels 1, 2, 3 and 4 for ingress and egress for pedestrian and vehicular access and for utilities as set forth in the Operation and Easement Agreement dated July 20, 1993 and recorded September 2, 1993 as document number 93703155 over and across Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Broadview Village Square aforesaid.

First amendment to Operation Easement Agreement dated September 12, 1994 and recorded September 22, 1994 as document 94828436

Second Amendment to Operation and easement agreement dated July 01, 2005 and recorded September 13, 2006 as document 0625639059

Partial Assignment of rights under Operation and Easement agreement and restrictions recorded December 03, 1993 as document 93991800

First amendment to partial assignment of rights under operation and easement agreement and restrictions agreement recorded June 8, 1994 document 94507671

Cook County Clerk's Office