

UNOFFICIAL COPY



Doc#: 1030129107 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2010 03:02 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Elizabeth D. Sharp, Esq (312) 346-1726

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Elizabeth D. Sharp
Law Offices of Elizabeth D. Sharp
200 S. Wacker Drive, Suite 2300
Chicago, IL 60606

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
Wiley Road Industrial Park, LP

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
188 N. Euclid Ave., 2d Fl. PO Box 398 Upland CA 91735 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any
LP California 90-0610847 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

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
Kansas City Life Insurance Company

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3520 Broadway P.O. Box 211587 Kansas City MO 64121 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A and B, attached hereto

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) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Send To
443 715
4074
WS
First American Title Order #

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Debtor: Wiley Road Industrial Park, LP
Tax I.D. #: 90-0610847

EXHIBIT A**LEGAL DESCRIPTION REAL OF PROPERTY**

Real property commonly known as 1261 Wiley Road, Schaumburg, IL 60173 with P.I.N. 07-12-100-015-0000, described as follows:

PARCEL 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 119.36 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE, 394.52 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 486.76 FEET TO A LINE DRAWN 165.0 FEET SOUTHERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, 399.12 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4, 548.20 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPLACE AND REMOVE ONE ACCESS ROADWAY IN, UNDER, UPON, THROUGH AND ACROSS A STRIP OF LAND, 82.5 FEET IN WIDTH, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 50 FEET OF THE WEST 523.88 FEET OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING DESCRIBED PREMISES: ALL THOSE PARTS OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 AND OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 385.64 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 81 DEGREES 6 MINUTES TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 2310.55 FEET, AND SAID LINE BEING THE SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED BY JOHN FREISH AND ELSIE FREISH, HIS WIFE, TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION FOR A CONNECTING ROAD BETWEEN PLUM GROVE ROAD AND MEACHAM ROAD (PARCEL N-6C 68), BY WARRANTY DEED DATED APRIL 5, 1957 RECORDED APRIL 9, 1957 IN BOOK 54770 ON PAGE 59 AS DOCUMENT NUMBER 16872663; THENCE SOUTHERLY ALONG A SOUTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND SO CONVEYED BY DEED DATED APRIL 5, 1957, FORMING AN ANGLE OF 26 DEGREES 39 MINUTES 22 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 183.89 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING

UNOFFICIAL COPY

Debtor: Wiley Road Industrial Park, LP
 Tax I.D. #: 90-0610847

AN ANGLE OF 153 DEGREES 20 MINUTES 38 SECONDS WITH THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 2461.97 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 83.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN THE NORTHERN ILLINOIS GAS COMPANY AND FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 1, 1979 AND KNOWN AS TRUST NUMBER 96542839 DATED NOVEMBER 6, 1978 AND RECORDED OCTOBER 30, 1979 AS DOCUMENT NUMBER 25217149 AND RE-RECORDED JANUARY 21, 1980 AS DOCUMENT NUMBER 25328414, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE A DRIVEWAY OVER THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTHERLY 82.5 FEET OF THE NORTHERLY 165 FEET ADJOINING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NORTHWEST TOLLWAY IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE DRAWN 119.36 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12 AND A LINE DRAWN 515.88 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE AFORESAID NORTHWEST 1/4 OF SECTION 12, ALSO LYING WITHIN NORTHERN ILLINOIS GAS COMPANY 82.5 FEET WIDE DUBUQUE RIGHT-OF-WAY, PARCEL 6-68, IN SECTION, TOWNSHIP AND RANGE AFORESAID, IN COOK COUNTY, ILLINOIS, AND THAT PROPERTY LEGALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 119.36 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12 WITH A LINE DRAWN PARALLEL WITH AND 165 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY (SAID LINE BEING THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY); THENCE NORTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, 83.5 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID GAS COMPANY RIGHT OF WAY; THENCE WESTERLY ON SAID NORTHERLY LINE, 30.0 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, AS CREATED BY THE EASEMENT AGREEMENT DATED AUGUST 1, 1981 AND RECORDED AUGUST 27, 1981 AS DOCUMENT NUMBER 25981968, AS MODIFIED BY AGREEMENT DATED MARCH 1, 1982 AND RECORDED MARCH 25, 1982 AS DOCUMENT NUMBER 26182430.

UNOFFICIAL COPY

Debtor: Wiley Road Industrial Park, LP
Tax I.D. #: 90-0610847

Secured Party: KANSAS CITY LIFE INSURANCE COMPANY

EXHIBIT "B"
to
UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**").

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, 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 executed in connection herewith (the "**Security Instrument**");
2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");
3. 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;
4. Fixtures and Personal Property. All machinery, equipment, goods, inventory, consumer goods, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, and the

UNOFFICIAL COPY

Debtor: Wiley Road Industrial Park, LP
Tax I.D. #: 90-0610847

right, title and interest of Debtor in and to any of the 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 Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements 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**") (individually, a "**Lease**"; 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 (including all tenant security and other deposits), 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 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;
6. 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;
7. Insurance Proceeds. All proceeds of and any unearned premiums on 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;
8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
9. 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;
10. Rights. 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;
11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises,

UNOFFICIAL COPY

Debtor: Wiley Road Industrial Park, LP
Tax I.D. #: 90-0610847

permits, licenses, approvals, consents, 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 (including 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;

12. 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;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.