

UNOFFICIAL COPY



1214542114

Doc#: 1214542114 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2012 11:49 AM Pg: 1 of 5

8886723 D2 DG 3 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Megan E. Delehanty, Esq.
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Megan E. Delehanty, Esq. Rackemann, Sawyer & Brewster 160 Federal Street Boston, MA 02110

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 DIV Edens Property, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS One Appleton Street			CITY Boston	STATE MA	POSTAL CODE 02116
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co	1f. JURISDICTION OF ORGANIZATION Massachusetts	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME RBS CITIZENS, NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 28 State Street MS1410			CITY Boston	STATE MA	POSTAL CODE 02109

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A and Schedule A-1 attached hereto and made a part hereof by reference.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)		All Debtors		Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

To be recorded with the Cook County Recorder of Deeds, Cook County, IL

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

Y
5
N
SCY
INT

UNOFFICIAL COPY

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			
DIV Edens Property, LLC			
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					
OR					
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY
11d. TAX ID #: SSN OR EIN		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

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:

630-650 Dundee Road, Northbrook, Illinois as more particularly described in Schedule A-1 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

UNOFFICIAL COPY

Schedule A

UCC-1 Financing Statement

Debtor:

DIV Edens Property, LLC
c/o The Davis Companies
One Appleton Street
Boston, MA 02116

Secured Party:

RBS Citizens, National Association
28 State Street, MS1410
Boston, Massachusetts 02109

Collateral Description

All of Debtor's right, title and interest in and to the following described property, whether now existing or hereafter acquired ("Collateral"):

(1) Real Estate. The land more particularly described on Schedule A-1 which is annexed hereto and made a part hereof (hereinafter, the "Land") together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as and numbered as 630-650 Dundee Road, Northbrook, Illinois, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto (hereinafter, the "Real Estate");

(2) Fixtures. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Debtor, or in which Debtor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration (hereinafter, the "Fixtures");

(3) Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or enuring to the benefit of the Real Estate and all right, title and interest of Debtor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Debtor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights (hereinafter, the "Additional Appurtenances");

(4) Awards. All of the right, title and interest of Debtor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or

UNOFFICIAL COPY

other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Property (hereinafter, the "Awards");

(5) Leases. All leases now or hereafter entered into of the Real Estate, or any portion thereof, and all rents, issues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder subject to the terms of the documents evidencing and securing the loan of which this financing statement is a party, subject to the terms of the Loan Documents (as defined in the Mortgage) (hereinafter, the "Leases");

(6) Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Debtor of every nature and description, and whether or not used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Deposit Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the state where the Real Estate is situated) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Secured Party; any cash collateral deposited with Secured Party; claims to rebates, refunds or abatement of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights to the extent assignable under law, provided such assignability is not in contravention of the express terms thereof; the rights of Debtor as declarant or sponsor under any master deed or related condominium documents to which the Real Estate may become subject upon Secured Party's consent thereto; the rights of Debtor under contracts with respect to the Real Estate or any other portion of the Property; signs, brochures, advertising, the name by which the Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Property (hereinafter, the "Insurance Proceeds"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

The foregoing collateral and premises are more particularly described in that certain Mortgage, Security Agreement and Assignment of Leases and Rents from Debtor to Secured Party as amended and in effect from time to time (the "Mortgage").

UNOFFICIAL COPY

Schedule A-1

UCC-1 Financing Statement

Debtor:

DIV Edens Property, LLC
c/o The Davis Companies
One Appleton Street
Boston, MA 02116

Secured Party:

RBS Citizens, National Association
28 State Street, MS1410
Boston, Massachusetts 02109

Legal Description

That part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, except the South 33.0 feet thereof, bounded and described as follows: Beginning at a point in the South line of said Southwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$, a distance of 610.50 feet East of the Southwest corner of said Southwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$; thence North 734 feet; thence North 89 degrees 23 minutes East 225.00 feet; thence North 00 degree 06 $\frac{1}{2}$ minutes East 157.3 feet, to a point in the Westerly line of the right-of-way of the Chicago and Northwestern Railway Company; thence Southeasterly along said Westerly line of the said right-of-way 997.90 feet, to the intersection of said right-of-way line with the South line of the said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence West along the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 669.22 feet to the point of beginning, in Cook County, Illinois.

Common Address: Edens Corporate Center, 630-650 Dundee Road, Northbrook, Illinois

PIN: 04-02-416-005, Volume 131