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1227131055

Doc#: 1227131055 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/27/2012 12:42 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)

Return To:
Chicago Title Insurance Company
Southwest Region Commercial Center
2001 Bryan Street, Suite 1700
Dallas, Texas 75201 214-303-5300

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2878
Attn: Richard J. Jones, Esq.

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
PROLOGIS NA2 U.S. LLC

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
4545 Airport Way

CITY: **Denver** STATE: **CO** POSTAL CODE: **80239** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **limited liability co.** 1f. JURISDICTION OF ORGANIZATION **Delaware** 1g. ORGANIZATIONAL ID #, if any **3501937** 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

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)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
730 Third Avenue

CITY: **New York** STATE: **NY** POSTAL CODE: **10017** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B attached hereto and made a part hereof.

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) (if applicable) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with: Cook County, IL Elk Grove 8, Elk Grove Village, IL (First Priority Mortgage)

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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		
	PROLOGIS NA2 U.S. 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

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 B 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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DEBTOR: PROLOGIS NA2 U.S. LLC

SECURED PARTY: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

EXHIBIT A

All the following property, rights, interests and estates now or in the future owned or held by Debtor (collectively, the "**Property**") together with all of Debtor's right, title and interest now or hereafter acquired in or to the Property for the uses and purposes set forth in the First Priority Mortgage (as hereinafter defined) forever hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois:

- (i) the Land;
- (ii) intentionally deleted;
- (iii) all buildings and improvements located on the Land (collectively, the "**Improvements**");
- (iv) all easements; rights of way or use, including any rights of ingress and egress; streets, roads, ways, sidewalks, alleys and passages; strips and gores; sewer rights; water, water rights, water courses, riparian rights and drainage rights; air rights and development rights; oil and mineral rights; and tenements, hereditaments and appurtenances, in each instance adjoining or otherwise appurtenant to or benefiting the Land or the Improvements;
- (v) all General Intangibles (as defined in the Uniform Commercial Code) (including Software (as defined in the Uniform Commercial Code)) and Goods (as defined in the Uniform Commercial Code), including Fixtures, Equipment (as defined in the Uniform Commercial Code) and Consumer Goods (as defined in the Uniform Commercial Code) attached to, contained in or used in connection with the Land or the Improvements (excluding personal property owned by tenants);
- (vi) all agreements, ground leases, grants of easements or rights of way, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, cooperative, condominium or similar ownership or conversion plans, management, leasing, brokerage or parking agreements or other material documents affecting Debtor or the Land, the Improvements or the Fixtures and Personal Property, including any documents listed on the title insurance policy issued to Secured Party in connection with the closing of the Modification but expressly excluding the Leases (the "**Property Documents**");
- (vii) all Inventory (as defined in the Uniform Commercial Code) held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in the ownership, use or operation of the Land, the Improvements or the Fixtures and Personal Property, and all Documents (as defined in the Uniform Commercial Code) of title evidencing any part of any of the foregoing;

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- (viii) all Accounts (as defined in the Uniform Commercial Code), Documents (as defined in the Uniform Commercial Code), Goods (as defined in the Uniform Commercial Code), Instruments (as defined in the Uniform Commercial Code), money, Deposit Accounts (as defined in the Uniform Commercial Code), Chattel Paper (as defined in the Uniform Commercial Code), Letter-of-Credit Rights (as defined in the Uniform Commercial Code), Investment Property (as defined in the Uniform Commercial Code), General Intangibles (as defined in the Uniform Commercial Code) and Supporting Obligations (as defined in the Uniform Commercial Code) relating to the Property, including all deposits held from time to time by the Pledge Agent to provide reserves for Debt Service Payments, Taxes, Assessments, Insurance Premiums, and Replacements together with interest thereon, if any;
- (ix) all awards and other compensation paid after the date of the First Priority Mortgage for any Condemnation (the "**Condemnation Awards**");
- (x) all proceeds of and all unearned premiums on the Policies;
- (xi) all licenses, certificates of occupancy, contracts, management agreements, operating agreements, operating covenants, franchise agreements, permits and variances relating to the Land, the Improvements or the Fixtures and Personal Property;
- (xii) all books, records and other information, wherever located, which are in Debtor's possession, custody or control or to which Debtor is entitled at law or in equity and which are related to the Property, including all computer hardware and software or other equipment used to record, store, manage, manipulate or access the information;
- (xiii) all after-acquired title to or remainder or reversion in any of the property described in this Section; all Proceeds (excluding, however, sales or other dispositions of Inventory (as defined in the Uniform Commercial Code) in the ordinary course of the business of operating the Land or the Improvements), replacements, substitutions, products, accessions and increases within any one or more of the following types of collateral: Goods (as defined in the Uniform Commercial Code), Equipment (as defined in the Uniform Commercial Code), Inventory (as defined in the Uniform Commercial Code), Instruments (as defined in the Uniform Commercial Code), Investment Property (as defined in the Uniform Commercial Code), Chattel Paper (as defined in the Uniform Commercial Code), Letter-of-Credit Rights (as defined in the Uniform Commercial Code), Documents (as defined in the Uniform Commercial Code), Accounts (as defined in the Uniform Commercial Code) or General Intangibles (as defined in the Uniform Commercial Code), all additions, accessions and extensions to, improvements of and substitutions or replacements for any of the Property described in this Section; and all additional lands, estates, interests, rights or other property acquired by Debtor after the date of the First Priority Mortgage for use in connection with the Land or the Improvements, all without the need for any additional mortgage, assignment, pledge or conveyance to Secured Party but Debtor will execute and deliver to Secured Party, upon Secured Party's request, any documents reasonably requested by Secured Party to further evidence the foregoing.

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“Assessments” is defined as all assessments now or hereafter levied, assessed or imposed against the Property.

“Bankruptcy Code” is defined as Title 11 of the United States Code.

“Condemnation” is defined as the permanent or temporary taking of all or any portion of the Property, or any interest therein or right accruing thereto, by the exercise of the right of eminent domain (including any transfer in lieu of or in anticipation of the exercise of the right), inverse condemnation or any similar injury or damage to or decrease in the value of the Property, including severance and change in the grade of any streets and a Condemnation will be deemed to have occurred on the date title to the Property taken passes or if the Condemnation is temporary, on the date Debtor no longer has use of the Property.

“Debt Service Payments” is defined as the monthly installments of principal, if applicable, and interest payable by Debtor to Secured Party as set forth in the Note.

“Fixtures” is defined as all of the Property that constitutes “fixtures” as defined on the Uniform Commercial Code.

“Insurance Premiums” is defined as all present and future premiums and other charges due and payable on policies of fire, rental value and other insurance covering the Property and required pursuant to the provisions of the First Priority Mortgage.

“Insurance Proceeds” is defined as all proceeds of and all unearned premiums on the Policies.

“Land” is defined as that certain real property located in Elk Grove Village, Illinois and more particularly described in Exhibit B attached hereto.

“Leases” is defined as all present and future leases, subleases, licenses, and other agreements for the use and occupancy of the Land and/or Improvements, any related guarantees and any use and occupancy arrangements created pursuant to Section 365(h) of the Bankruptcy Code or otherwise in connection with the commencement or continuation of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar Proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupant of the Land and Improvements.

“Loan” is defined as the loan from Secured Party to Debtor and certain affiliates of Debtor in the maximum principal amount of \$104,700,000.00.

“Note” is defined as that certain Promissory Note dated as of November 26, 2008, made by Debtor in favor of Secured Party in an initial principal amount equal to a portion of the Loan attributable to the Property(ies) owned by Debtor.

“Personal Property” is defined as the Property, other than Fixtures, the Land or the Improvements.

“Pledge Agent” is defined as the “Pledge Agent” under the Pledge Agreements, as selected by Debtor and acceptable to Secured Party in its reasonable discretion, or any of its successors or assigns under the Pledge Agreements.

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“Pledge Agreements” is defined, collectively, as the Tax and Insurance Pledge Agreement and the Replacement Reserve Pledge Agreement.

“Policies” is defined as the insurance, including renewals, required under the First Priority Mortgage that will be issued on valid and enforceable policies and endorsements satisfactory to Lender.

“Proceeding” is defined as a pending or threatened action, claim or litigation before a legal, equitable or administrative tribunal having proper jurisdiction.

“Proceeds” is defined as any check for Insurance Proceeds or Condemnation Awards.

“Replacements” is defined as any and all replacements, scheduled repairs, or other maintenance items on the Property.

“Replacement Reserve Pledge Agreement” is defined as any Replacement Reserve Pledge Agreement or other similar instrument with respect to the establishment of any escrows or reserves with respect to Replacements as may be required by Secured Party, in form and substance acceptable to Secured Party.

“Tax and Insurance Premium Pledge Agreement” is defined as any Tax and Insurance Premium Pledge Agreement or other similar instrument with respect to the establishment of any escrows or reserves with respect to Taxes and Insurance Premiums as may be required by Secured Party, in form and substance acceptable to Secured Party.

“Taxes” is defined as all present and future real estate taxes or personal property taxes, if any, levied, assessed or imposed against the Property.

“Uniform Commercial Code” is defined as the Uniform Commercial Code as in effect from time to time in the jurisdiction where the Land is located or, to the extent required by the Uniform Commercial Code, where Debtor is located, as applicable.

Capitalized terms used herein and not defined shall have the meanings ascribed to them in that certain First Priority Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement made by Debtor for the benefit of Secured Party, as lender, dated on or about the date hereof, and recorded in the Recorder’s Office of Cook County, Illinois on or about the date hereof (the **“First Priority Mortgage”**).

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Elk Grove 8
Elk Grove Village, IL

EXHIBIT B

Legal Description

LOT 395 IN CENTEX INDUSTRIAL PARK UNIT 242, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1979 AS DOCUMENT 25085633, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 09-27-303-074-0000

Address of real estate: 747 Chase Avenue, Elk Grove Village, Illinois