

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1305316082 Fee: \$52.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/22/2013 03:20 PM Pg: 1 of 8

4 of 4 AP  
NCS-56/492  
First American Title Order #

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kelley Drye & Warren LLP  
200 Kimball Drive  
Parsippany, New Jersey 07054  
Attention: Paul Keenan, 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 <b>WEST MONROE LIFE INVESTORS, LLC</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <i>c/o Principal Real Estate Investors,</i> <b>801 Grand Avenue</b>		CITY <b>Des Moines</b>	STATE <b>IA</b>	POSTAL CODE <b>50392</b>
1d. TAX ID#: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Limited liability company</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>
			1g. ORGANIZATIONAL ID #, if any <b>3827197</b>	<input 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
				COUNTRY
2d. TAX ID#: SSN OR EIN		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 S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>55 Green Farms Road, P.O. Box 5160</b>		CITY <b>Westport</b>	STATE <b>CT</b>	POSTAL CODE <b>06881</b>
				COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A 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

Filed in the Cook County, Illinois Recorder's Office

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

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## UCC FINANCING STATEMENT – ADDENDUM

**9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**
**9a. ORGANIZATION'S NAME**

WEST MONROE LIFE INVESTORS, LLC

**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 DEBTOR NAME (11a OR 11b) – Do Not Abbreviate or Combine Names**
**11a. ORGANIZATION'S NAME**
**11b. INDIVIDUAL'S LAST NAME**
**FIRST NAME**
**MIDDLE NAME**
**SUFFIX**
**11c. MAILING ADDRESS**
**CITY**
**STATE**
**POSTAL CODE**
**COUNTRY**
**11d. TAX ID#**


 REQUIRED ADD'L  
INFO RE:  
ORGANIZATION  
DEBTOR

**11e. TYPE OF ORGANIZATION**
**11f. JURISDICTION OF ORGANIZATION**
**11g. ORGANIZATIONAL ID#**

NONE

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - INSERT ONLY ONE SECURED PARTY NAME (12a OR 12b)**
**12a. ORGANIZATION'S NAME**
**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
**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

STANDARD FORM - FORM UCC-1 ADDENDUM

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## EXHIBIT A

### to UCC-1 FINANCING STATEMENT

between

**WEST MONROE LIFE INVESTORS, LLC, as Debtor,**

and

**ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, as Secured Party**

This financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by the Debtor (collectively, the "Collateral"):

- (a) a fee simple interest in the land described in Exhibit B attached hereto and made a part hereof (the "Land") situate, lying and being in the City of Chicago, County of Cook and State of Illinois (the "State");
- (b) all buildings and other improvements now or hereafter located on the Land or any part thereof, including, but not limited to, all extensions, betterments, renewals, renovations, substitutes and replacements of, and all additions and appurtenances to the Security (collectively, the "Improvements");
- (c) the land lying in the bed of any street, road, highway or avenue in front of or adjoining the Land to the center lines or to any other rightful further extension thereof;
- (d) all easements and agreements now or hereafter located on or appurtenant to the Land and/or the Improvements or under or above the same or any part thereof, appurtenances, rights-of-way, licenses, permits, approvals and privileges, belonging or in any way appertaining to the Land and/or the Improvements including without limitation (i) any drainage ponds or other like drainage areas not located on the Land which may be required for water run-off, (ii) any easements necessary to obtain access from the Land to such drainage areas, or to any other location to which Debtor has a right to drain water or sewage, (iii) any land required to be maintained as undeveloped land by the zoning rules and regulations applicable to the Land, (iv) any easements and agreements which are or may be established to allow satisfactory ingress to, egress from and operation of the Land and/or the Improvements, including without limitation, those for pedestrian areas, vehicular access and parking (whether on-site or off-site) and reimbursement for parking, (v) any other reciprocal easement arrangement or reciprocal covenants as to land use relating to the Land and/or the Improvements, and (vi) any sanitary sewer, drainage, water and utility service agreements benefiting the Land and the Improvements or any part thereof;
- (e) any and all awards hereafter to be made by any governmental, municipal or state authorities to the present and all subsequent owners of the Security for the taking of all or any portion of the Security by power of eminent domain, including, without limitation, awards for damage to the remainder of the Security and any awards for any change or changes of grade of streets affecting the Security, which said awards are, on and subject to the terms hereof, hereby assigned to Secured Party, and Secured Party, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Indebtedness, notwithstanding the fact that such amount may not then be due and

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payable; and Debtor hereby covenants and agrees to and with Secured Party, upon request by Secured Party, to make, execute and deliver, at Debtor's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Secured Party, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever (all of the foregoing Land, Improvements, rights, easements, rights-of-way, licenses, privileges, and awards, collectively, the "Real Property");

(f) all proceeds, insurance or otherwise, paid for the damage done to any of the Security and all proceeds of the conversion, voluntarily or involuntarily, of any of the Security into cash or liquidated claims;

(g) all fixtures, machinery, equipment, goods, and every other article of personal property, tangible and intangible, now or hereafter attached to or used in connection with the Real Property, or placed on any part thereof and whether or not attached thereto, appertaining or adapted to the use, management, operation or improvement of the Real Property, insofar as the same and any reversionary right thereto may now or hereafter be owned or acquired by Debtor, including, without limitation, all partitions, screens, awnings, shades, blinds, floor coverings, hall and lobby equipment; all heating, lighting, plumbing, ventilating, refrigerating, incinerating, elevator, escalator, air conditioning and communication plants or systems with appurtenant fixtures; all vacuum cleaning systems; all security systems, call systems; all sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment, manual, mechanical and motorized, for the construction, maintenance, repair and cleaning of, and removal of snow from, parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets; all equipment, manual, mechanical and motorized, for the transportation of customers or employees to and from the stores or other facilities on the Real Property; all telephone, computer and other electronic equipment and appurtenances thereto, including software; and all other machinery, pipes, poles, appliances, equipment, wiring, fittings, panels and fixtures; and any proceeds therefrom, any replacements thereof or additions or accessions thereto; and all building materials, supplies and other property delivered to the Real Property for incorporation into the Improvements thereon, all of which are declared to be a part of the realty and covered by the lien hereof, but said lien shall not cover any fixture, machinery, equipment or article of personal property which is owned by a tenant or other third party unaffiliated with Debtor or not required for the operation or maintenance of the Real Property, provided said fixture, machinery, equipment or article of personal property is not permanently affixed to the realty and may be removed without material damage thereto and is not a replacement of any item which shall have been subject to the lien hereof, but said lien shall include any other fixture, machinery, equipment or article of personal property so incorporated into the Improvements so as to constitute realty under applicable law whether or not owned by Debtor;

(h) all of Debtor's books and records and all other general intangibles relating to or used in connection with the Security, including all computerized or electronic books and records relating to or used in connection with the Security;

(i) all contracts for sale, and leases in the nature of sales of the Real Property, or any portion thereof, now and hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees or contract purchasers; all proceeds, rents, issues, profits, royalties, interest, bonuses and revenues and any other amounts now or hereafter arising from or out of the

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Real Property or any part thereof; all proceeds, credits or rebates arising from or out of any Imposition (as hereinafter defined) or Real Property Taxes (as hereinafter defined) appeal or similar proceeding, or any settlement thereof; all licenses, permits, franchises, governmental approvals and all sanitary sewer, drainage, water and utility service agreements benefiting the Real Property or any part thereof, together with all accounts, accounts receivable, cash receipts, credit card receipts, deposit accounts, including, without limitation, bank accounts of Debtor used in connection with the operation of the Security or for the holding of Security Deposits (as defined in the Assignment of Leases and Rents as hereinafter defined), contract rights, escrow and reserve accounts required to be established as security for the Loan, general intangibles, documents, instruments, chattel paper (tangible and electronic), letters of credit, letter of credit rights, supporting obligations and investment property and proceeds of any of the foregoing arising from or in connection with the Real Property, including all books and records in connection therewith; 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 Security; and all rights of Debtor under any leases, covenants, agreements, easements, restrictions or declarations with respect to, or as an appurtenance to, the Real Property (whether recorded or not) or any part thereof and all amounts, including interest on, and proceeds of, the escrow account under any tax escrow agreement that may be required hereunder (all of the tangible and intangible personal property described in this and the previous two paragraphs, collectively, the "Personal Property"), and Debtor's interest, as lessee, under any lease of property included within the description of Personal Property above;

(j) all of Debtor's right, title and interest in and to all and singular tenements, hereditaments and appurtenances, including water rights, belonging to or in any way pertaining to the Security; all the estate, right, title and claim whatsoever of Debtor, either in law or in equity, in and to the Security; all of Debtor's right, title, an interest in, to and under that certain Agreement of Co-Tenants dated as of September 22, 2004 between Debtor and West Monroe Fund Investors, LLC (the "TIC Agreement"), together with all rights now or hereafter arising under Section 363(i) of the Bankruptcy Code relating thereto; and any and all other, further or additional title, estate, interest or right which may at any time be acquired by Debtor in or to the Security (inclusive of any replacements or substitutions therefor at any time acquired by Debtor), and if Debtor shall at any time acquire any further estate or interest in or to the Security, the lien of the Security Instrument shall attach, extend to, cover and be a lien upon such further estate or interest automatically without further instrument or instruments, and Debtor, upon request of Secured Party, shall execute such instrument or instruments as shall reasonably be requested by Secured Party to confirm such lien, and Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact (which appointments are coupled with an interest) to execute all such instruments if Debtor shall fail to do so within ten (10) days after demand;

(k) all of the rents, issues and profits of the Security, including, without limitation, Rents under present and future Leases (as defined in the Assignment of Leases and Rents), or otherwise, which are hereby specifically assigned, transferred and set over to Secured Party, including, but not limited to, all cash, letters of credit, or securities deposited under such Leases to secure performance by the lessees 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 applied to one or more of the installments of rent coming due thereunder; and

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(l) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any property of the types described in the preceding clauses arising from or in connection with the Real Property, together with all after-acquired right, title, or interest of Debtor in and to any property of the types described in the preceding clauses arising from or in connection with the Real Property.

This UCC-1 Financing Statement is filed in connection with a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing securing the principal sum of \$73,000,000 given by Debtor to Secured Party ("Security Instrument"). Terms used but not defined herein shall have the same defined meaning set forth in the Security Instrument.

Property of Cook County Clerk's Office

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## EXHIBIT B

### DESCRIPTION OF LAND

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

#### PARCEL 1:

(A) LOTS 2 AND 3, EXCEPT THE SOUTH 14.08 FEET OF SAID LOT 3, IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5, AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(B) ALL OF LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(C) ALL THOSE PARTS OF LOT 7 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 AND OF LOT 2 IN BLOCK 47 IN SCHOOL SECTION ADDITION TO CHICAGO, AND OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(D) THE VACATED NORTH-SOUTH 10 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING LOT 1 AND WEST OF AND ADJOINING LOTS 2 AND 3 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO LYING NORTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1(A), 1(B), 1(C) AND 1(D) RECORDED NOVEMBER 2, 2000 AS DOCUMENT NUMBER 00866229 AND RE-RECORDED DECEMBER 13, 2000 AS DOCUMENT NUMBER 00977331 AND AMENDMENT RECORDED DECEMBER 3, 2001 AS DOCUMENT NUMBER 0011134341 AND A SECOND AMENDMENT RECORDED SEPTEMBER 11, 2002 AS DOCUMENT NUMBER 0020996691, OVER THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF LOT 2 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET, IN COOK COUNTY, ILLINOIS, AND ALL THAT PART OF LOT 1 IN CHARLES WESENCRAFT'S SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING SOUTH OF A LINE 124.86 FEET

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SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF MONROE STREET, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, AND ALL THAT PART OF LOT 7 IN WARD'S SUBDIVISION OF LOT 1 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF A LINE 136.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND EAST OF A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SOUTH JEFFERSON STREET.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 1(A), 1(B), 1(C) AND 1(D) RECORDED NOVEMBER 2, 2000 AS DOCUMENT NUMBER 00866228 AND RE-RECORDED DECEMBER 13, 2000 AS DOCUMENT NUMBER 00977332 AND AMENDMENT RECORDED OCTOBER 9, 2002 AS DOCUMENT NUMBER 0021110223, OVER THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THE EAST 28 FEET OF LOTS 1 AND 9 IN CHARLES VESENCRAFTS SUBDIVISION OF LOTS 3, 4, 5 AND 6 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, LYING SOUTH OF A LINE 124.86 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST MONROE STREET AND NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 8 FEET OF LOT 3 IN W.B. EGAN'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 47 OF SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 17-16-107-024-0000

555 West Monroe Street  
Chicago, IL 60661