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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/17/2013 10:16 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Attn: James C. Lukas, Esq.

071-8919310 MLAS URP

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 Torburn Arlington Heights, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 1033 Skokie Blvd., #150 Attn: Michael I. Burns			CITY Northbrook	STATE IL	POSTAL CODE 60062	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 5353256 <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 Antler Bar Real Estate LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 227 W. Monroe, #400 Attn: Matthew Halbower			CITY Chicago	STATE IL	POSTAL CODE 60606	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A for description of collateral and Exhibit B for legal description.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA
Cook County, IL

File 7/24

6-26-13

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RIDER

RIDER TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

Torburn Arlington Heights, LLC, as Debtor

and

Antler Bar Real Estate LLC, as Secured Party

This Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired:

All of Debtor's estate, right, claim and interest in and to the premises described in Exhibit A (the "Premises") attached hereto and made a part hereof, together with all of its estate, right, claim and interest in the following described property, now owned or hereafter acquired (the Premises and the following described rights, interests, claims and property are collectively referred to as the "Property"):

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"), and all attachments now or hereafter owned by Debtor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all estate, claim, demand, right, title and interest of Debtor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all leasehold estates and right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

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(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority to assign, collect and apply the Rents;

(e) all right, title and interest of Debtor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Debtor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Debtor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of Debtor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of Debtor in and to (i) ground water on, under, pumped from or otherwise available to the Premises or any other water rights appurtenant to the Premises, whether as a result of groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; (ii) rights to remove or extract any such ground water including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity; (iii) rights to which the Premises is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization; (iv) rights to store any such water; (v) water rights, water allocations for water not yet delivered, distribution rights, delivery rights, water storage rights, or other water-related entitlements appurtenant to or otherwise applicable to the Premises by virtue of the Premises being situated within the boundaries of any governmental water district or within the boundaries of any private water company, mutual water company, or other non-governmental entity; and (vi) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Debtor or the Premises may receive water;

(j) all right, title and interest of Debtor in and to all the following tangible personal property ("Personal Property") owned by Debtor and now or at any time hereafter located in, on or at the Premises or the Improvements and used or useful in connection therewith:

- (i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed

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thereon, whether or not yet incorporated in such Improvements, (all of which shall be deemed to be included in the Property upon delivery thereto);

- (ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;
- (iii) all window, structural, maintenance and cleaning equipment and rigs; and
- (iv) all fixtures now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises or the Improvements.

(k) all the estate, interest, right, title or other claim or demand which Debtor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards"); and

(l) all proceeds of, additions and accretions to, substitutions and replacements for, and any changes in any of the property described above.

Capitalized terms used herein without definition are used as defined in the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

UNOFFICIAL COPYEXHIBIT A**LEGAL DESCRIPTION:**

PARCEL 1: THAT PART OF LOT 1 IN ARLINGTON INDUSTRIAL & RESEARCH CENTER-UNIT NUMBER 6, BEING A SUBDIVISION OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 22, 1972 AS DOCUMENT NUMBER 22024211, IN THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, SAID PARTS LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 11 DEGREES 17 MINUTES 16 SECONDS EAST, 36.44 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 08 SECONDS EAST, 2145.54 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 09 SECONDS EAST, 372.77 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 72.20 FEET TO THE EAST LINE OF LOT 1 AFORESAID;

ALSO THAT PART OF THE SOUTH 969.60 FEET OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID SOUTH 969.60 FEET, 820.00 FEET EAST OF THE EAST LINE OF FRONTAGE ROAD, AT THE NORTHEAST CORNER OF ARLINGTON RIDGE WEST, RECORDED AS DOCUMENT NUMBER 25290181; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ARLINGTON RIDGE WEST AND THE SOUTHERLY EXTENSION THEREOF, 637.61 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH 969.60 FEET, 1373.86 FEET TO A POINT ON THE WESTERLY LINE OF C/S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 25851185; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID C/S SUBDIVISION 627.23 FEET TO THE NORTH LINE OF SAID SOUTH 969.60 FEET OF THE NORTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 969.60 FEET, 1353.18 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS,

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AND UPON ROADWAY NORTH OF AND ADJOINING SUBJECT LAND FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND FOR USE OF FIRE PROTECTION SYSTEM, FOR USE OF FIBER LOOP AND FOR STORM WATER DRAINAGE AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 10, 2013 AS DOCUMENT NUMBER 1319118008.

Common Address: 1455 W. Shure Drive, Arlington Heights, Illinois

PIN(s): 03-07-100-005-000 and 03-07-100-015-0000

03-07-100-006-0000

CHI:2752641.2