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RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 07/17/2013 10:27 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
JOEL V. SESTITO, ESQ.
GINSBERG JACOBS LLC
300 SOUTH WACKER DRIVE, SUITE 2750
CHICAGO, ILLINOIS 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
TORBURN NORTH CAMPUS, LLC
1b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
1c. MAILING ADDRESS
1033 SKOKIE BOULEVARD, SUITE 150
NORTHBROOK
IL 60062
USA
1d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION
LLC
1f. JURISDICTION OF ORGANIZATION
IL
1g. ORGANIZATIONAL ID #, if any
04211413
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. 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/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
THE PRIVATEBANK AND TRUST COMPANY
OR
3b. INDIVIDUAL'S LAST NAME
FIRST NAME
MIDDLE NAME
SUFFIX
3c. MAILING ADDRESS
120 SOUTH LASALLE STREET
CHICAGO
IL 60603
USA

4. This FINANCING STATEMENT covers the following collateral:

ALL ASSETS OF DEBTOR LOCATED AT THE PROPERTY LEGALLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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) (optional)
All Debtors
Debtor 1
Debtor 2
8. OPTIONAL FILER REFERENCE DATA
PB- Torburn - Cook County, IL

Handwritten signature/initials

Handwritten number 6-26-13

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT</b>			
9a. ORGANIZATION'S NAME			
TORBURN NORTH CAMPUS, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

<b>11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME</b> - insert only <u>one</u> 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
11d. <b>SEE INSTRUCTIONS</b>		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

<b>12. ADDITIONAL SECURED PARTY'S</b> <input type="checkbox"/> <b>or</b> <input type="checkbox"/> <b>ASSIGNOR S/P'S NAME</b> - insert only <u>one</u> 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

<p>13. This FINANCING STATEMENT covers <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.</p> <p>14. Description of real estate:</p> <p style="font-size: 1.2em; margin-top: 20px;">SEE EXHIBIT B ATTACHED HERETO.</p> <p>15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):</p>	<p>16. Additional collateral description:</p> <p>17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate</p> <p>18. Check <u>only</u> if applicable and check <u>only</u> one box.  <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY  <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction — effective 30 years  <input type="checkbox"/> Filed in connection with a Public-Finance Transaction — effective 30 years</p>
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**Exhibit A**  
**to**  
**UCC Financing Statement**

**Debtor:** Torburn North Campus, LLC, an Illinois limited liability company

**Secured Party:** The PrivateBank and Trust Company, an Illinois state chartered bank

**Collateral**

THE LAND located in Cook County, Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing, (the "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring, and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"); it being agreed that all of said property owned by Debtor

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and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of the Mortgage.

TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of the State of Illinois, of Debtor;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or improvements thereon or proceeds of any sale, option or contract to sell the Land or improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights;

TOGETHER WITH any and all Awards and Insurance Proceeds, as each are hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and Debtor hereby authorizes, directs and empowers Secured Party, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including

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reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Section 7 or Section 8 of the Mortgage, to payment of the Debt, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and Debtor agrees to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such proceeds;

TOGETHER WITH all rights reserved to or granted to the developer or declarant under the provisions of any (i) declaration of restrictive covenants and easements affecting the Land or the Premises or (ii) declaration of condominium ownership for the institution of a regime of condominium ownership affecting the Land or the Premises or otherwise granted to the developer;

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party;

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated on or around the date of this filing and made by Debtor to and in favor of Secured Party (the "Mortgage").

Property of Cook County Clerk's Office

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**Exhibit B**  
to  
**UCC Financing Statement**

**Debtor:** Torburn North Campus, LLC, an Illinois limited liability company

**Secured Party:** The PrivateBank and Trust Company, an Illinois state chartered bank

**Legal Description of Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

**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 PART LYING NORTH AND WEST 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, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AN UPON ROADWAY SOUTH 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 131918006 RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

Street Address: 1421, 1441, and 1501 W. Shure Drive, Arlington Heights, Illinois

PIN Number(s): 03-07-100-005-0000; 03-07-100-006-000