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1322645047

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1322645047 Fee: \$48.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 08/14/2013 11:25 AM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Michael F. McGuire, Esq. Riemer & Brunstein LLP 71 S. Wacker Drive, Suite 3515 Chicago, IL 60606

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
THE GC NET LEASE (ARLINGTON HEIGHTS) INVESTORS, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
C/O GRIFFIN CAPITAL CORPORATION, 2121 ROSECRANS AVENUE, SUITE 3321		EL SEGUNDO	CA	90245

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
KEYBANK NATIONAL ASSOCIATION, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
225 FRANKLIN STREET		BOSTON	MA	02110

4. COLLATERAL: This financing statement covers the following collateral:  
All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of August 13, 2013 (as may be amended, restated or modified, the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Rider A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Ballor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
Filed with: IL - Cook County - CM # 33135.00053  
F#393213  
A#564301

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## UCC FINANCING STATEMENT ADDENDUM

### FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>	
9a. ORGANIZATION'S NAME THE GC NET LEASE (ARLINGTON HEIGHTS) INVESTORS, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <i>or</i> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate: Property located at 1455 and 1475 West Shure Drive, Arlington Heights, Cook County, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

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**RIDER A**  
to  
**UCC-1 Financing Statement**

All of Debtor's right, title and interest in and to that certain real and personal property, to the extent now or hereafter owned by Debtor or in which Debtor has an interest, including all easements and rights used in connection therewith or as a means of access thereto, together with all right, title and interest therein (the "Collateral"):

A. Real Estate. The land more particularly described on Exhibit A which is annexed hereto and made a part hereof ("Land") together with the improvements and other structures now or hereafter situated thereon (such improvements and other structures being sometimes collectively called the "Improvements") commonly known as and numbered 1455 and 1475 West Shure Drive, Arlington Heights, Cook County, 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, collectively, the "Real Estate");

B. 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 ("Fixtures");

C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or inuring 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 ("Additional Appurtenances");

D. 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 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

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adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property ("Awards");

E. Leases. All leases or subleases 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, subleases 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 ("Leases"); and

F. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Debtor of every nature and description, and used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, 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 Agent; any cash collateral deposited with Agent; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Debtor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property; signs, brochures, advertising, the name by which the Mortgaged 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 Mortgaged Property ("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").

All terms used but not defined herein have the meaning ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 13, 2013, by Debtor in favor of Secured Party.

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## EXHIBIT "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 30 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 637.23 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

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DOCUMENT 1319118008 (EXCEPTING THEREFROM THAT PORTION FALLING WITHIN PARCEL 1).

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY STORM WATER DRAINAGE AND DETENTION EASEMENT AND COST SHARING AGREEMENT DATED AUGUST 13, 2013 AND RECORDED AUGUST 14, 2013 AS DOCUMENT 1322645044, BY AND BETWEEN THE GC NET LEASE (ARLINGTON HEIGHTS) INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SOUTH CAMPUS OWNER"), AND TORBURN NORTH CAMPUS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (the "NORTH CAMPUS OWNER"), FOR THE PURPOSE OF PERFORMING MAINTENANCE AND REPAIR ON THE FACILITY (AS THEREIN DEFINED), AND ANY STORM WATER LINES CONNECTING THERETO WHILE THE SOUTH CAMPUS OWNER IS THE MAINTAINING OWNER UNDER THE REA RECORDED JULY 10, 2013 AS DOCUMENT 1319118008, ON UNDER AND ACROSS THAT PORTION OF THE NORTH CAMPUS, AS IS REASONABLY NECESSARY FOR SOUTH CAMPUS OWNER TO PERFORM AND REPAIR. THE NORTH CAMPUS IS LEGALLY DEFINED AS:

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.

**PINs:** 03-07-100-005-0000, 03-07-100-006-0000 and 03-07-100-015-0000

**Address:** 1455 and 1475 West Shure Drive, Arlington Heights, Illinois