

# UNOFFICIAL COPY



Doc#: 1409234062 Fee: \$68.00  
 RHSP Fee: \$9.00 RPRF Fee: \$1.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 04/02/2014 01:25 PM Pg: 1 of 16

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**(206) 224-9818**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Martha D. Sidlo**  
**Young deNormandie, P.C.**  
**1191 Second Avenue, Suite 1901**  
**Seattle, WA 98101**

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  
**FRG Field I LLC**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**44 Montgomery Street, Suite 4150 San Francisco CA 94104 USA**

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  
**FRG Field II LLC**

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**44 Montgomery Street, Suite 4150 San Francisco CA 94104 USA**

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  
**Federal Home Loan Mortgage Corporation**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**8200 Jones Branch Drive McLean VA 22102 USA**

4. COLLATERAL: This financing statement covers the following collateral:

**This fixture filing covers collateral that is or is to become fixtures on the real property located in Cook County, Illinois, which real property is more particularly described in Exhibit A attached hereto, and which collateral is more particularly described in Exhibit B, attached hereto.**

**The name of the record owner of the property is FRG FIELD I LLC, a Delaware limited liability company, and FRG FIELD II LLC, a Delaware limited liability company, as tenants in common.**

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/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Fieldpointe of Schaumburg Freddie Mac Loan No. 708102433 Record: Cook County, IL**

**UNOFFICIAL COPY****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

9a. ORGANIZATION'S NAME <b>FRG Field I LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME <b>CBRE Capital Markets, Inc.</b>				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS <b>c/o GEMSA, 929 Gessner, Suite 1700</b>	CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77024</b>	COUNTRY <b>USA</b>

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut  covers as-extracted collateral  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:

**SEE ATTACHED EXHIBIT A FOR DESCRIPTION OF REAL ESTATE.**

17. MISCELLANEOUS:

**Fieldpointe of Schaumburg**

**Freddie Mac Loan No. 708102433**

**Record: Cook County, IL**

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## Financing Statement Exhibit A

### Legal Description of the Property:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST 1/4 CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET; THENCE DUE WEST 55.00 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 52 SECONDS WEST 170.68 FEET; THENCE DUE SOUTH 304.707 FEET TO A POINT ON THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1, SAID POINT BEING 437.185 FEET EASTERLY OF THE INTERSECTION OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 12, AS MEASURED ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, A DISTANCE OF 115.385 FEET; THENCE NORTH 08 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 FEET ALONG THE WESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, 792.410 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 936.92 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE NORTH AND SOUTH QUARTER LINE, A DISTANCE OF 569.91 FEET TO A POINT; THENCE TURNING AN ANGLE OF 98 DEGREES 33 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 437.185 FEET TO THE POINT OF BEGINNING OF THE EXCEPTION TO BE HEREIN DESCRIBED, SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 115.385 FEET; THENCE TURNING AN ANGLE LEFT 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHERLY A DISTANCE OF 25 FEET TO A POINT; THENCE TURNING AN ANGLE RIGHT OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING EASTERLY, A DISTANCE OF 792.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE

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NORTHEAST 1/4 OF SECTION 12 SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHERLY ALONG THE SAID EAST LINE, A DISTANCE OF 205.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST, 213.69 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE SOUTH AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 81.98 FEET (THE CHORD TO SAID ARC BEARS SOUTH 82 DEGREES 03 MINUTES 35 SECONDS WEST, 81.73 FEET) THENCE SOUTH 74 DEGREES 13 MINUTES 51 SECONDS WEST, 66.31 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 475.0 FEET; THENCE WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 156.12 FEET (THE CHORD TO SAID ARC BEARS SOUTH 83 DEGREES 38 MINUTES 47 SECONDS 155.41 FEET) THENCE NORTH 86 DEGREES 56 MINUTES 17 SECONDS WEST, 388.21 FEET; THENCE SOUTH 00 DEGREES 0 MINUTES 0 SECONDS WEST, 65.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED LAND IS ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST 1/4 CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET THENCE DUE WEST 55.00 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 52 SECONDS WEST 170.68 FEET; THENCE DUE SOUTH 239.707 FEET TO A POINT 65.0 FEET NORTH OF THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1; THENCE SOUTH 86 DEGREES 56 MINUTES 17 SECONDS EAST A DISTANCE OF 388.21 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 475.0 FEET; THENCE EASTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 156.12 FEET (THE CHORD TO SAID ARC BEARS NORTH 83 DEGREES 38 MINUTES 47 SECONDS EAST, 155.41 FEET); THENCE NORTH 74 DEGREES 13 MINUTES 51 SECONDS EAST, 66.31 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 300.0 FEET; THENCE EASTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 81.98 FEET (THE CHORD TO SAID ARC BEARS NORTH 82 DEGREES 03 MINUTES 35 SECONDS EAST, 81.73 FEET); THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST, 213.69 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, SAID POINT BEING 205.07 FEET NORTH OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 731.85 FEET TO THE POINT OF BEGINNING.

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*For Informational Purposes Only:*

Situate in: Cook County, Illinois  
PIN No.: 07-12-202-007-0000  
Street Address: 1708 Arbor Square, Schaumburg, Illinois 60173

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## FINANCING STATEMENT EXHIBIT B (CME AND PORTFOLIO)

(Revised 9-1-2011)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All property owned by Debtor which is so attached to the real property described in Exhibit A and/or the improvements on such real property (collectively, "**Property**") as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (collectively, "**Fixtures**").
- (2) All of the following (collectively, "**Personalty**"):
  - (i) Accounts (including deposit accounts) of Debtor related to the Property.
  - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software).
  - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
  - (iv) Operating agreements relating to the Property.
  - (v) Surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property



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- (vi) Other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority.
  - (vii) Any rights of Debtor in or under any letters of credit.
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
  - (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
  - (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
  - (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
  - (7) All rents (whether from residential or non-residential space), revenues and other income of the Property, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due ("**Rents**").
  - (8) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals ("**Leases**").

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- (9) All earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan ("**Loan**") to which this financing statement relates.
- (10) All amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property (collectively, "**Imposition Deposits**").
- (11) All refunds or rebates of Imposition Deposits by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Multifamily Loan and Security Agreement (the "**Loan Agreement**").
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
- (i) Any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Cap Provider**").
  - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising.
  - (iii) All rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
  - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created.
  - (v) All cash and non-cash proceeds and products of any of the foregoing.



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- (15) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.
- (16) RESERVED
- (17) All other assets of Debtor, whether now owned or hereafter acquired.

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## Financing Statement Exhibit A

Attached to and being a part of UCC-1 Financing Statement from Debtor to Secured Party.

### Legal Description of the Property:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST 1/4 CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET; THENCE DUE WEST 55.00 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 52 SECONDS WEST 170.68 FEET; THENCE DUE SOUTH 304.707 FEET TO A POINT ON THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1, SAID POINT BEING 437.185 FEET EASTERLY OF THE INTERSECTION OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 12, AS MEASURED ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, A DISTANCE OF 115.385 FEET; THENCE NORTH 08 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 FEET ALONG THE WESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, 792.410 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 936.92 FEET TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE NORTH AND SOUTH QUARTER LINE, A DISTANCE OF 569.91 FEET TO A POINT; THENCE TURNING AN ANGLE OF 98 DEGREES 33 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 437.185 FEET TO THE POINT OF BEGINNING OF THE EXCEPTION TO BE HEREIN DESCRIBED, SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 115.385 FEET; THENCE TURNING AN ANGLE LEFT 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHERLY A DISTANCE OF 25 FEET TO A POINT; THENCE TURNING AN ANGLE RIGHT OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING EASTERLY, A

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DISTANCE OF 792.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12 SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHERLY ALONG THE SAID EAST LINE, A DISTANCE OF 205.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST, 213.69 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE SOUTH AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 81.98 FEET (THE CHORD TO SAID ARC BEARS SOUTH 82 DEGREES 03 MINUTES 35 SECONDS WEST, 81.73 FEET) THENCE SOUTH 74 DEGREES 13 MINUTES 51 SECONDS WEST, 66.31 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 475.0 FEET; THENCE WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 156.12 FEET (THE CHORD TO SAID ARC BEARS SOUTH 83 DEGREES 38 MINUTES 47 SECONDS 155.41 FEET) THENCE NORTH 85 DEGREES 56 MINUTES 17 SECONDS WEST, 388.21 FEET; THENCE SOUTH 00 DEGREES 0 MINUTES 0 SECONDS WEST, 65.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED LAND IS ALSO DESCRIBED AS FOLLOWS:


THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST 1/4 CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET THENCE DUE WEST 55.00 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 52 SECONDS WEST 170.68 FEET; THENCE DUE SOUTH 239.707 FEET TO A POINT 65.0 FEET NORTH OF THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1; THENCE SOUTH 86 DEGREES 56 MINUTES 17 SECONDS EAST A DISTANCE OF 388.21 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 475.0 FEET; THENCE EASTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 156.12 FEET (THE CHORD TO SAID ARC BEARS NORTH 83 DEGREES 38 MINUTES 47 SECONDS EAST, 155.41 FEET); THENCE NORTH 74 DEGREES 13 MINUTES 51 SECONDS EAST, 66.31 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 300.0 FEET; THENCE EASTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 81.98 FEET (THE CHORD TO SAID ARC BEARS NORTH 82 DEGREES 03 MINUTES 35 SECONDS EAST, 81.73 FEET); THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST, 213.69 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, SAID POINT BEING 205.07 FEET NORTH OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 731.85 FEET TO THE POINT OF BEGINNING.

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*For Informational Purposes Only:*

Situate in: Cook County, Illinois  
PIN No.: 07-12-202-007-0000  
Street Address: 1708 Arbor Square, Schaumburg, Illinois 60173

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

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## FINANCING STATEMENT EXHIBIT B (CME AND PORTFOLIO)

(Revised 9-1-2011)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All property owned by Debtor which is so attached to the real property described in Exhibit A and/or the improvements on such real property (collectively, "**Property**") as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (collectively, "**Fixtures**").
- (2) All of the following (collectively, "**Personalty**"):
  - (i) Accounts (including deposit accounts) of Debtor related to the Property.
  - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software).
  - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
  - (iv) Operating agreements relating to the Property.

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- (v) Surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property
  - (vi) Other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority.
  - (vii) Any rights of Debtor in or under any letters of credit.
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
  - (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
  - (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
  - (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
  - (7) All rents (whether from residential or non-residential space), revenues and other income of the Property, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due ("Rents").
  - (8) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or



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occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (“**Leases**”).

- (9) All earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan (“**Loan**”) to which this financing statement relates.
- (10) All amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property, collectively, “**Imposition Deposits**”).
- (11) All refunds or rebates of Imposition Deposits by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Multifamily Loan and Security Agreement (the “**Loan Agreement**”).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, “**Cap Agreements**”), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party’s making the loan that is the subject of such Loan Documents, together with all of the following:
  - (i) Any and all moneys (collectively, “**Cap Payments**”) payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (“**Cap Provider**”).
  - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising.
  - (iii) All rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.

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- (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created.
- (v) All cash and non-cash proceeds and products of any of the foregoing.
- (15) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.
- (16) RESERVED
- (17) All other assets of Debtor, whether now owned or hereafter acquired.