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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/10/2014 02:59 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Bryan J. Segal, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 West Madison, Suite 3900 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 1b blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TOLLWAY, L.L.C.	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
OR 1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 2500 W. HIGGINS ROAD, SUITE 400	CITY HOFFMAN ESTATES	STATE IL	POSTAL CODE 60195	COUNTRY

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

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 T2 EXPRESSWAY, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
OR 3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 111 W. WESLEY STREET, SUITE #5	CITY WHEATON	STATE IL	POSTAL CODE 60187	COUNTRY

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

All of Debtor's right, title and interest in, to and under that collateral described on Schedule 1 attached hereto and made a part hereof which is located on or related to the real property described on Exhibit 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/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County CM # TCMT-0079 F# 446036 A# 630508

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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 9a. ORGANIZATION'S NAME
TOLLWAY, L.L.C.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. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one 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. 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:

The legal description is attached hereto as Exhibit A and incorporated herein by reference.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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SCHEDULE 1 TO UCC FINANCING STATEMENT

Debtor

Tollway, L.L.C. (“**Debtor**”)
2500 W. Higgins Road, Suite 400
Hoffman Estates, IL 60195

Secured Party

T2 Expressway, LLC (“**Secured Party**”)
111 W. Wesley Street, Suite #5
Wheaton, IL 60187
Attn: Jeff Brown

All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing, from Debtor to Secured Party dated as of October 10, 2014. Debtor irrevocably grants, conveys and assigns to Secured Party a security interest in all assets of Debtor of any kind or nature including without limitation the following property now or hereafter owned by Debtor (the “**Collateral**”) located on or related to the real property located in the Village of Hoffman Estates, County of Cook, State of Illinois described on Exhibit A attached hereto (the “**Land**”):

A. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing; and

B. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; and

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C. Each and every lease, license and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "**Improvements**"), whether heretofore, now or hereafter entered into (the "**Leases**"); and

D. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Property from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits, advance room deposits and escrow funds, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the Mortgaged Property or acquired from others including, without limitation, from the rental of any space, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same) (collectively, the "**Rents**"); and

E. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-315 of the Uniform Commercial Code ("**UCC**"), as adopted in the state in which the Mortgaged Property is located (the "**State**"); and

All of the aforementioned personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute proceeds of collateral pursuant to Sections 9-102(a), 9-203(f), 9-315(b)(2) and 9-315(c) of the UCC (the "**Personalty**"), and the right, title and interest of Debtor in and to any of the Personalty which may be subject to any security agreements as defined in the UCC, superior in lien to the lien of this Mortgage; and

F. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Debtor is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, purchase contracts for the sale of all or any portion of the Land, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to

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the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein (the "Contracts"); and

G. To the extent assignment thereof is legally permissible, all franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

H. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

I. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

J. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

K. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Affiliate of Secured Party now or at any time hereafter, all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

L. All right, title and interest of Debtor arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Mortgaged Property and Mortgaged Property-related services on the Mortgaged Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services; and

M. All of Debtor's existing and after acquired or created accounts (including, without limitation, bank, brokerage and similar accounts and demand depository accounts), accounts receivable, contract rights, general intangibles, judgments, notes, drafts, acceptances, instruments, chattel paper, deposits and all other personal property of every kind, nature or description in connection with the Mortgaged Property.

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EXHIBIT A TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 84 DEGREES 34 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 121.44 FEET; (1.84 CHAINS); THENCE NORTH 1 DEGREE 07 MINUTES 40 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1066.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 1010 FEET TO A POINT, SAID POINT BEING 1276 FEET NORTHERLY MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID SECTION 6; THENCE SOUTH 83 DEGREES 35 MINUTES 34 SECONDS WEST, A DISTANCE OF 585 FEET TO THE MOST EASTERLY CORNER OF LOT 3 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 6, AFORESAID; AS PER PLAT THEREOF RECORDED NOVEMBER 20, 1970 DOCUMENT NUMBER 21323708; THENCE NORTH 0 DEGREES 09 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, A DISTANCE OF 311.13 FEET TO THE SOUTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED PER DOCUMENT NUMBER 17299325 AND RECORDED AUGUST 25, 1958; THENCE NORTH 89 DEGREES 50 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 1592.11 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 121.44 FEET (1.84 CHAINS) (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 6) OF SECTION 6 AFORESAID; THENCE SOUTH 1 DEGREE 07 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 372.55 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 2305 PEMBROKE AVE., HOFFMAN ESTATES, IL 60169

PIN: 07-06-200-013-0000