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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/31/2014 11:23 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

|   |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional)  |
| B. E-MAIL CONTACT AT FILER (optional)   |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)   |
| Michael T. Cecka, Esq.<br>Alston & Bird LLP<br>101 S. Tyron Street, Suite 4000<br>Charlotte, NC 28230 |

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 |                          |  |                     |                               |             |         |
| 5990 Touhy LLC          |                          |  |                     |                               |             |         |
| OR                      | 1b. INDIVIDUAL'S SURNAME |  | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |         |
| 1c. MAILING ADDRESS     |                          |  | CITY                | STATE                         | POSTAL CODE | COUNTRY |
| 1 W. Dundee, Suite 200  |                          |  | Buffalo Grove       | IL                            | 60089       | 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 |                          |  |                     |                               |             |         |
|                         |                          |  |                     |                               |             |         |
| OR                      | 2b. INDIVIDUAL'S SURNAME |  | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |         |
| 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                           |                          |  |                     |                               |             |         |
| Morgan Stanley Private Bank, National Association |                          |  |                     |                               |             |         |
| OR  | 3b. INDIVIDUAL'S SURNAME |  | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |         |
| 3c. MAILING ADDRESS                               |                          |  | CITY                | STATE                         | POSTAL CODE | COUNTRY |
| 2000 Westchester Avenue, Floor 2NE                |                          |  | Purchase            | NY                            | 10577       | USA     |

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

SEE ATTACHED SCHEDULE A

S\_Y  
P\_8  
S\_N  
SC\_Y  
INT\_14

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

5990 Touhy LLC Cook County, Illinois



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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

|   |               |
|---|---------------|
| <b>9. NAME OF FIRST DEBTOR:</b> 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"/> |               |
| <b>9a. ORGANIZATION'S NAME</b><br>5990 Touhy LLC  |               |
| <b>OR</b>   |               |
| <b>9b. INDIVIDUAL'S SURNAME</b>   |               |
| <b>FIRST PERSONAL NAME</b>  |               |
| <b>ADDITIONAL NAME(S)/INITIAL(S)</b>  | <b>SUFFIX</b> |

**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

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

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

|                                  |  |                            |                                      |                    |                |
|----------------------------------|--|----------------------------|--------------------------------------|--------------------|----------------|
| <b>11a. ORGANIZATION'S NAME</b>  |  |                            |                                      |                    |                |
| <b>OR</b>                        |  |                            |                                      |                    |                |
| <b>11b. INDIVIDUAL'S SURNAME</b> |  | <b>FIRST PERSONAL NAME</b> | <b>ADDITIONAL NAME(S)/INITIAL(S)</b> | <b>SUFFIX</b>      |                |
| <b>11c. MAILING ADDRESS</b>      |  | <b>CITY</b>                | <b>STATE</b>                         | <b>POSTAL CODE</b> | <b>COUNTRY</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:**

**17. MISCELLANEOUS:**

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## SCHEDULE A

### DESCRIPTION OF COLLATERAL

This financing statement covers that following property, rights, interests and estates now owned, or hereafter acquired by the Debtor (collectively, the "*Collateral*"):

1. The Land which shall mean the real property described in Exhibit A attached hereto and by this reference made a part hereof, including, without limitation, all of the air space, easements, rights, privileges, royalties and appurtenances thereunto belonging or in anywise appertaining thereto, and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in the streets, alleys and ways adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired;

2. All buildings and improvements now or hereafter located upon the Land (the "*Improvements*") (the Land and Improvements being hereinafter collectively referred to as the "*Real Estate*");

3. All present and future leases, subleases and other occupancy agreements covering all or any portion of the Real Estate (which together with Debtor's interest as landlord thereunder are herein collectively referred to herein as the "*Leases*");

4. All rents, issues and profits payable under the Leases and under any future renewals, extensions, amendments or modifications thereof;

5. All fixtures, appliances, machinery, equipment, furnishings and furniture of any nature whatsoever, and other articles of personal property now or hereafter owned by Debtor and (i) which now or at any time hereafter are installed in, attached to or located in or upon the Real Estate; (ii) used or intended to be used in connection with the Real Estate, or in the operation or maintenance of the Real Estate (including, without limitation, communications, computer and security systems and the software system therefore), or (iii) the plant or business located thereon, whether or not the personal property is or shall be affixed thereto, expressly including, but without limiting the generality of the foregoing, all articles of personal property listed on Exhibit B attached hereto and made part hereof;

6. All building materials, fixtures, building machinery and building equipment owned by Debtor and delivered on site to the Real Estate during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any Improvements from time to time during the term hereof;

7. Any and all tenements, hereditaments and appurtenances belonging to the Real Estate or any part thereof, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Debtor or any subsequent owner or tenant of the Real Estate over ground adjoining the Real Estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, together with any after-acquired property interest in the Real Estate which Debtor may at any time hereafter have

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or acquire, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Debtor in and to the Real Estate or any part thereof;

8. To the extent assignable, all management agreements, service contracts, license agreements, concession agreements, written or oral, relating to the use and occupancy of the Real Estate now or hereafter existing and the reversions and remainders, income, rents, issues and profits arising therefrom and all deposits (including tenant security deposits) thereunder, and all rights and benefits now or hereafter accruing to Debtor under any and all guarantees of the obligations of any tenant, licensee, concessionaire or other occupant thereunder, as any of the foregoing may be amended, extended, renewed or modified from time to time;

9. All reciprocal easement agreements, operating agreements, and similar agreements however labeled or denominated affecting the Real Estate;

10. All other documentation belonging to or in Debtor's possession now or hereafter existing in connection with the use or operation of the Real Estate including any plans and specifications pertaining to the Improvements, all appraisals, engineering, environmental, soils, marketing and other reports and studies relating to the Real Estate, all permits, licenses, and contract rights, warranties, guarantees, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials, and telephone exchange numbers as identified in such advertising materials, and

11. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards.

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDER DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

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COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS.

10-29-4102-032-0000

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## **EXHIBIT B**

### **PERSONAL PROPERTY**

Any and all fixtures, appliances, machinery, equipment furnishings and furniture of any nature whatsoever, and other items of personal property and fixtures at any time now or hereafter owned by Debtor and now or at any time hereafter installed in, attached to or situated in or upon the land described in Exhibit A referenced herein or the buildings and improvements now erected or to be erected thereon (including, without limitation, communications, computer and security systems and the software system therefor), or used or intended to be used in connection with the real estate, or in the operation or maintenance of the buildings and improvements, plant or business situate or operated thereon (the "*Property*") or in connection with the conduct of Debtor's business whether or not the personal property is or shall be affixed to the Property.

Such personal property and fixtures shall include, without limiting the generality of the foregoing:

All plants, furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, chests, chairs, desks, bookcases, tables, curtains, hangings, pictures, carpeting, artwork, lighting fixtures and apparatus, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, electrical equipment, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or the plant or business situate or operated thereon.

All licenses, permits, franchises, trade names, logos, service marks, service contracts, management agreements, telephone numbers, advertising materials, warranties, guarantees, tenant lists, engineering, environmental, marketing and similar studies and appraisals for the Property and all other documents and items relating to the operation of the Property, and all leases and lease guarantees with respect to any part of the Property, and all rents, issues and profits arising out of the operation, use or occupancy of the Property.

All of Debtor's interest in all utility security deposits or bonds for the Property and all security deposits, bonds or other security delivered to any governmental authority in connection with the use, development or operation of the Property.

All of Debtor's books and records relating to the use, operation and occupation of the buildings and the Property including, without limitation, the books and records relating to the operation of Debtor's business therein, and the plans and specifications for the construction or reconstruction thereof.



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If the Property is now or hereafter used in whole or in part as a hotel, motel or similar facility or as a restaurant or other food and/or beverage service facility, such personal property shall also include all licenses for the serving of alcoholic beverages at the Property and all lodging and food and/or beverage equipment including, without limitation, beds, bureaus, divans, couches, chinaware, linens, glassware, silverware, uniforms, ornaments, kitchen utensils, bars, bar fixtures, radios, televisions, electric equipment, lamps, mirrors, and other personal property and fixtures used now or hereafter in on or about the operation, use and occupation of a lodging facility and/or food and/or beverage facility, on the Property.

Such security interest shall extend to and include as well as any and all cash and non-cash proceeds, insurance proceeds and condemnation proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds thereof.

Such security interest shall not extend to property owned by third party space tenants now or hereafter occupying the Property.