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1504029092

Doc#: 1504029092 Fee: \$48.00

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

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/09/2015 04:02 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 96190357 - 379460 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62702 Filed In: Illinois (Cook) 495590-001

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	South Barrington Office Center L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	2500 West Higgins Road	CITY	STATE	POSTAL CODE	COUNTRY
		Hoffman Estates	IL	60195	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	The Guardian Life Insurance Company of America				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	7 Hanover Square, 20th Floor - B	CITY	STATE	POSTAL CODE	COUNTRY
		New York	NY	10004	USA

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

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

6b. Check only if applicable and check only one box:
 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:

96190357

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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

South Barrington Office Center L.L.C.

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

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:

17. MISCELLANEOUS:

UNOFFICIAL COPY**Exhibit A****TO UCC FINANCING STATEMENT BETWEEN****SOUTH BARRINGTON OFFICE CENTER, L.L.C., AS DEBTOR,****and****THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA,
AS SECURED PARTY**

A. All of Debtors' right, title and interest, if any, in and to: the improvements now existing or hereafter erected or placed upon the land described in Exhibit B attached hereto (the "Land") and all fixtures now or hereafter affixed to such improvements or the Land, including all buildings, structures and other improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, boilers, equipment (including without limitation all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor (all of such improvements and fixtures whether now or hereafter placed thereon being hereby declared to be real property and referred to hereinafter as the "Improvements");

all easements, rights-of-way, strips and goles of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the centerline thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof with the appurtenances thereto;

all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore, now or hereafter entered into and all guarantees thereof (the "Leases") and all income, rents, royalties, revenue, issues, profits, proceeds and security deposits from any and all of the Land and the Improvements thereon including all lease termination fees or payments (the "Rents"), subject, however, to the right, power and authority conferred upon Secured Party or reserved to Debtor pursuant to the terms of that certain

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mortgage given by Debtor in favor of Secured Party (the "Mortgage") to collect and apply such income, rents, royalties, revenue, issues, profits, proceeds and security deposits;

all deposits made with or other security given to utility companies or any other entity by Debtor and all advance payments of insurance premiums made by Debtor with respect to the Land and Improvements thereon and claims or demands relating to such deposits, other security and/or such insurance;

all damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any default hereunder, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land, with the right in Secured Party to receive and apply the same to the Indebtedness (as defined in the Mortgage) in such order as Secured Party may elect, and Secured Party may demand, sue for and recover any such payments but shall not be required to do so;

all proceeds, causes of action, damages, recoveries, awards, payments and claims arising on account of any damage to or taking of the Land or the Improvements or any part thereof, including the right to receive the same as a result of the exercise of the right of eminent domain or any conveyance in lieu thereof, and all causes of action and recoveries for any loss or diminution in the value of the Land or the Improvements;

all licenses (including without limitation any operating licenses or similar matters, but excluding liquor licenses), contracts, plans and specifications (including working drawings), management contracts or agreements, franchise agreements, permits, authorizations or certificates required or used in connection with the ownership, operation or maintenance of the Improvements;

the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Land or the Improvements and to commence any action or proceeding to protect the interest of Secured Party in the Land and Improvements;

all governmental permits relating to construction of the Improvements, all names under or by which the Improvements may at any time be operated or known (to the extent Debtor has rights in such names), and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents pending and goodwill, and

all claims and rights to refunds or abatements of real property taxes and assessments imposed on the Land or the Improvements, with the right, in Secured Party's own name or in the name and on behalf of Debtor, to appear in and prosecute any action or proceeding to cause the reassessment of the Land and Improvements for real property and assessment purposes or to recover any refund of such real property taxes or assessments.

All of the property described in Paragraph A above is hereinafter referred to as the "Real Property."

B. All of Debtors' right, title and interest, if any, in and to: that portion of the Real Property which may be construed to be personal property and in all other personal property

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of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any Leases or agreements pertaining to, the Real Property, including:

all plans and specifications prepared for the construction of the Improvements and all studies, data and drawings related thereto, as well as all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements;

all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other personal property of every kind and description, including all leasehold interests in personal property;

all substitutions and replacements of, and accessions and additions to, any of the foregoing;

all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchaser of any part of the Real Property, together with all deposits and other proceeds of the sale thereof;

subject to the other provisions of the Mortgage, (i) all proceeds of any fire and/or builders risk insurance policy or of any other policy insuring the Real Property (and the contents of the Improvements) against any other perils, whether or not required under the Mortgage; (ii) all awards made in eminent domain proceedings, or purchases in lieu thereof, made with respect to the Real Property; and (iii) any compensation, award or payment or relief given by any governmental agency or other source because of damage to the Real Property resulting from earthquake, flood, windstorm or any emergency or any other event or circumstance;

all policies of insurance arising out of the ownership of the Real Property;

all accounts, contract rights, trademarks, trade names, chattel paper, instruments, general intangibles, financial assets and other obligations of any kind now or hereafter existing arising out of or in connection with the operation or development of the Real Property, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles, financial assets or obligations;

all agreements, permits, contracts and entitlements relating to the construction and operation of the Real Property; and

all proceeds of any of the foregoing, including without limitation proceeds of any voluntary or involuntary disposition or claim respecting any of the foregoing (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

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EXHIBIT B

Parcel 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD (ROUTE 72), IN COOK COUNTY, ILLINOIS.

PIN: 01-34-400-005

Parcel 2:

THAT PART OF FRACTION SECTION 2, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH LIES (i) NORTH OF THE NORTH LINE OF THE PREMISES CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED FEBRUARY 3, 1958 AS DOCUMENT NO. 17,24,408 AND FILED JANUARY 22, 1958 AS DOCUMENT NO. LR-1,778,493 AND (ii) EAST OF THE EAST LINE EXTENDED SOUTH OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR MUNDHANK ROAD.

PIN: 06-02-200-014

COMMONLY KNOWN AS: 33 WEST HIGGINS ROAD, SOUTH BARRINGTON, ILLINOIS.

33 W. Higgins Rd., South Barrington, IL 60010