

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1534444027 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/10/2015 11:33 AM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional) Jonathan J. Nugent 704-417-3104
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jonathan J. Nugent Nelson Mullins Riley & Scarborough LLP 100 N. Tryon Street, Suite 100 Charlotte, North Carolina 28202

THE ABC

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 BLDG NORTHBROOK, LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY New York			STATE NY	POSTAL CODE 10016	COUNTRY USA
2c. MAILING ADDRESS 417 Fifth Avenue, 4th Floor						

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 FEIGA/FARMSTEAD NORTHBROOK, LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY New York			STATE NY	POSTAL CODE 10016	COUNTRY USA
2c. MAILING ADDRESS 417 Fifth Avenue, 4th Floor						

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 NATIXIS REAL ESTATE CAPITAL LLC	FIRST PERSONAL NAME			ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	CITY New York			STATE NY	POSTAL CODE 10020	COUNTRY USA
3c. MAILING ADDRESS 1251 Avenue of the Americas						

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

See Exhibit A and B attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:  
Deal Name: Crate & Barrel HQ

File With: Cook County, Illinois

International Association of Commercial Administrators (IACA)

**UNOFFICIAL COPY****UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

18. 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 

18a. ORGANIZATION'S NAME BLDG NORTHBROOK, LLC	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME FEIGA/CIMARRON NORTHBROOK, LLC					
OR	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
19c. MAILING ADDRESS 417 Fifth Avenue, 4th Floor		CITY New York	STATE NY	POSTAL CODE 10016	COUNTRY USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME PARTNERSHIP 93 NORTHBROOK, LLC					
OR	20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
20c. MAILING ADDRESS 417 Fifth Avenue, 4th Floor		CITY New York	STATE NY	POSTAL CODE 10016	COUNTRY USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME FEIGA PARTNERS II NORTHBROOK, LLC					
OR	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
21c. MAILING ADDRESS 417 Fifth Avenue, 4th Floor		CITY New York	STATE NY	POSTAL CODE 10016	COUNTRY USA

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME					
OR	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME					
OR	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

# 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  
BLDG NORTHBROOK, LLC

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:

See Exhibit A attached hereto.

17. MISCELLANEOUS:

Deal Name: Crate & Barrel HQ

File With: Cook County, Illinois

# UNOFFICIAL COPY

## EXHIBIT "A" TO UCC FINANCING STATEMENT

[LEGAL DESCRIPTION]

### TRACT I:

#### **PARCEL NC-1A:**

That part of Lot 1 in TECHNY PARCEL NC-1 SUBDIVISION, according to the final Plat of Subdivision of Techny Parcel NC-1 recorded on November 12, 1999, as Document No. 09067611, in Cook County, Illinois, being described as follows:

That part of the West Half of Section 14, and part of the East Half of Section 15, in Township 42 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the southwest corner of the Northeast Quarter of said Section 15; thence South 89°02' 23" East along the south line of Northeast Quarter of said Section 15 a distance of 1710.55 feet; thence North 00° 57' 37" East 306.23 feet; thence North 54° 02' 09" West 564.01 feet; thence North 35° 57' 51" East along the easterly line of the Chicago and Northwestern Railroad right-of-way, a distance of 724.19 feet; thence North 90° 00' 00" East 592.66 feet; thence southeasterly along the arc of a curve concave to the northeast having a radius of 1524.58 feet, having a chord bearing of South 39° 58' 01" East, 6.15 feet to the point of tangency; thence South 40° 04' 57" East along the westerly right-of-way line of Waukegan Road per Document 93174460, a distance of 14.45 feet; thence North 49° 55' 02" East 19.69 feet; thence South 40° 09' 19" East along a line that is 33.00 feet southwesterly of the centerline of Waukegan Road (said line being the westerly right-of-way line of Waukegan Road per the survey prepared for the Cook County Highway Department in 1927), a distance of 309.27 feet for a place of BEGINNING; thence continuing South 40° 09' 19" East along said line being the westerly right-of-way line of Waukegan Road 675.06 feet; thence south 43° 42' 23" West 1002.92 feet; thence North 43° 07' 43" West 197.40 feet to a point of curvature; thence northwesterly along the arc of a curve concave to the south, having a radius of 480.00 feet, having a chord bearing of North 54° 59' 43" West, 198.82 feet; thence North 00° 57' 57" East 410.97 feet; thence North 43° 42' 23" East 792.27 feet to the PLACE OF BEGINNING, in Cook County, Illinois.

#### **PARCEL NC-1B:**

That part of Lot 1 in TECHNY PARCEL NC-1 SUBDIVISION, according to the final Plat of Subdivision of Techny Parcel NC-1 recorded on November 12, 1999, as Document No. 09067611, in Cook County, Illinois, being described as follows:

That part of the West Half of Section 14, and part of the East Half of Section 15, in Township 42 North, Range 12 East of the Third Principal Meridian described as follows: commencing at the southwest corner of the Northeast Quarter of said Section 15; thence South 89° 02' 23" East along the south line of Northeast Quarter of Section 15 a distance of 1710.55 feet; thence North 00° 57' 37" East 306.23 feet; thence North 54° 01' 09" West 564.01 feet; thence North 35° 57' 51" East along the easterly line of the Chicago and Northwestern Railroad right-of-way, a distance of 724.19 feet; thence North 90° 00' 00" East 592.66 feet; thence southeasterly along the arc of a curve concave to the northeast, having a radius of 1524.58 feet, having a chord bearing of south 39° 58' 01" East, 6.15 feet to the point of tangency; thence South 40° 04' 57" East along the westerly right-of-way line of Waukegan Road per Document 93174460, a distance of 14.45 feet; thence North 49° 55' 03" East 19.69 feet; thence south 40° 09' 19" East along a line that is 33.00 feet southwesterly of the centerline of Waukegan Road (said line being the westerly right-of-way line of Waukegan Road per the Survey prepared for the Cook County Highway Department in 1927), a distance of 984.33 feet for a place of BEGINNING; thence continuing South 40° 09' 19" East

# UNOFFICIAL COPY

along said line being the westerly right-of-way line of Waukegan Road 395.58 feet; thence South 46° 28' 03" West 303.59 feet to a point of curvature; thence southerly along the arc of a curve concave to the southwest, having a radius of 780.00 feet, having a chord bearing of South 28° 25' 49" West, 491.10 feet; thence South 50° 43' 28" West 73.93 feet; thence North 86° 15' 54" West 54.39 feet to a point of curvature; thence westerly along the arc of a curve concave to the northeast, having a radius of 400.00 feet, having a chord bearing of North 64° 41' 48" West, 301.15 feet to a point of tangency; thence North 43° 07' 43" West 176.46 feet; thence North 43° 42' 23" East 1002.92 feet to the PLACE OF BEGINNING, in Cook County, Illinois.

EXCLUDING from Parcels NC-1A and NC-1B as set forth above the following described Parcel:

That part of Lot 1 in the final Plat of Subdivision of TECHNY PARCEL NC-1, being a subdivision of part of the West Half of Section 14, and part of the East Half of Section 15, in Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded November 12, 1999 as Document Number 05057611 described as follows: Commencing at the southeast corner of Lot 3 in said final Plat of Subdivision of Techny Parcel NC-1; thence southeasterly along the westerly line of Waukegan Road (Illinois State Route 43) per Plat of Highways recorded March 9, 1993 as Document Number 93174460 being also the easterly line of said Lot 1 the following three courses and distances; 1) thence along an arc of a curve concave to the northeast, having a radius of 1524.58 feet, having a chord bearing of south 39° 58' 01" East, 6.15 feet to a point of tangency; 2) thence South 40° 04' 57" East 14.45 feet; 3) thence North 49° 55' 03" East 19.69 feet to the westerly line of Waukegan Road as monumented and occupied (66 feet wide) being also said easterly line of said Lot 1; thence South 40° 09' 19" East along said westerly line of Waukegan Road 309.27 feet for the place of BEGINNING; thence continuing south 40° 09' 19" East along said westerly line of Waukegan Road 1070.63 feet to the most easterly corner of said Lot 1; thence South 46° 28' 03" West along the southerly line of said Lot 1, a distance of 134.14 feet; thence North 31° 48' 10" East 55.98 feet; thence North 01° 02' 45" West 66.08 feet; thence North 40° 09' 19" West along a line thirty-nine feet southwesterly of and parallel with said westerly line of Waukegan Road as monumented and occupied (66 feet wide) 301.17 feet; thence North 49° 50' 41" East 5.00 feet; thence North 40° 09' 19" West along a line thirty-four feet southwesterly of and parallel with said westerly line of Waukegan Road as monumented and occupied (66 feet wide) 705.10 feet; thence North 43° 42' 23" East 34.20 feet to the PLACE OF BEGINNING, all in Cook County, Illinois.

**TRACT II:** Amended and Restated Declaration Establishing Covenants, Conditions, Restrictions, Easement and Right for Real Estate recorded September 19, 2005 as Document No. 0526227126 and amended by a First Amendment recorded November 30, 2010 as Document No. 033434050 in the Office of the Recorder of Cook County, Illinois.

**Common Address:** 1250 Techny Road  
Northbrook, Cook County, Illinois

**PIN:** 04-15-200-020-0000  
04-15-200-021-0000  
04-14-100-032-0000  
04-14-100-033-0000

# UNOFFICIAL COPY

## EXHIBIT "B" TO UCC FINANCING STATEMENT

[COLLATERAL DESCRIPTION]

All right, title, interest and estate of Debtor in and to the following:

(a) all leasehold estates, leasehold interests or rights in and to that certain real property more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "**Premises**"), including, without limitation, under and in accordance with the Ground Lease (as defined in the Security Instrument (as hereinafter defined)), and all rights, benefits, privileges, and interests of Debtor in the Ground Lease and all modifications, extensions, renewals, and replacements thereof, and all deposits, credits, options, privileges, and rights of Debtor as tenant under the Ground Lease, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

(b) all structures, buildings and improvements of every kind and description (the "**Improvements**") now or at any time hereafter located or placed on the Premises, including without limitation, all mobile homes presently owned or hereinafter acquired by Borrower (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Property**");

(c) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the state where the Property is located (the "**UCC**"), superior in lien to the lien of the Security Instrument;

(e) all awards or payments to which Debtor is entitled, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in

# UNOFFICIAL COPY

anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(f) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and/or the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "**Rents**"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

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

(i) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**"); and

(j) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing to which Debtor is entitled.

This UCC Financing Statement is filed in connection with that certain Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement, recorded contemporaneously herewith (the "**Security Instrument**") covering the fee estate of Debtor in the Premises and intended to be duly recorded in the county in which the Premises is located. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Security Instrument.