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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/04/2017 03:50 PM PG: 1 OF 7

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)

**QUINN WHEELER, ESQ.
BRYAN CAVE LLP
TWO NORTH CENTRAL AVE., SUITE 2100
PHOENIX, ARIZONA 85004**

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
T GLENVIEW CENTER II, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
16600 DALLAS PARKWAY, SUITE 300 DALLAS TX 75248 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
CITIBANK, N.A.

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
227 WEST MONROE STREET, SUITE 300 CHICAGO IL 60606 USA

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

SEE EXHIBITS A AND B ATTACHED HERETO.

5. Check only if applicable and check only one box: Collateral is: held in 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

To be recorded in the real estate records of Cook County, Illinois

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

Near North National Title
222 N. LaSalle
Chicago, IL 60601

SA 7

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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

T GLENVIEW CENTER IL, 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 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 in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO.

17. MISCELLANEOUS:

To be recorded in the real property records of Cook County, Illinois

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EXHIBIT A

(Attached to and forming a part of UCC-1 Financing Statement
naming T GLENVIEW CENTER IL, LLC as Debtor

and

CITIBANK, N.A. as Secured Party
as recorded in Cook County, Illinois)

LEGAL DESCRIPTION (the "LAND")

Real property in the Village of Glenview, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 4, 6, 8, 10, 12, 13, 14, 15, 18 AND 21 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 IN GNAS MIXED USE RETAIL CENTER, IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0020733381, IN COOK COUNTY, ILLINOIS.

ALSO

UNIT B IN THE GLEN TOWN CENTER - RETAIL A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2 IN GLEN TOWN CENTER, A RESUBDIVISION OF LOT 3 IN GNAS MIXED USE RETAIL CENTER, IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0020733381, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0432244002; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PARKING, ACCESS, UTILITY, AND CONSTRUCTION, AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 2, 2002, AS DOCUMENT 0020733382 BY THE VILLAGE OF GLENVIEW AND OLIVERMCMILLAN GLENVIEW, LLC.

PARCEL 3:

BLANKET PEDESTRIAN EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY OVER AND ACROSS LOT 1 IN GNAS MIXED USE SUBDIVISION, AS CONTAINED IN PLAT RECORDED SEPTEMBER 27, 2001 AS DOCUMENT NO. 0010905146.

PARCEL 4:

VEHICULAR INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER AND ACROSS PART OF LOT 4 IN GNAS MIXED USE SUBDIVISION, AS CONTAINED IN PLAT RECORDED SEPTEMBER 27, 2001 AS DOCUMENT NO. 0010905146.

PARCEL 5:

EASEMENTS FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, RESIDENTIAL BUILDING ROOF ACCESS, ENCROACHMENTS, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, HVAC EQUIPMENT AND FACILITIES AND MECHANICAL ROOMS,

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OVER AND ACROSS LOTS 20 AND 22 IN GLEN TOWN CENTER AFORESAID, FOR THE BENEFIT OF LOT 21, AND PART OF LOT 12, IN PARCEL 1, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED AS OF NOVEMBER 22, 2004 BY OLIVER MCMILLAN GLENVIEW, LLC WITH RESPECT TO GLENTOWN CENTER, BUILDING D, GLENVIEW, ILLINOIS, AND RECORDED DECEMBER 2, 2004, AS DOCUMENT 0433702308.

PARCEL 6:

EASEMENTS FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, RESIDENTIAL BUILDING ROOF ACCESS, ENCROACHMENTS, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, HVAC EQUIPMENT AND FACILITIES AND MECHANICAL ROOMS, OVER AND ACROSS LOTS 17 AND 19 IN GLEN TOWN CENTER AFORESAID, FOR THE BENEFIT OF LOT 18, AND PART OF LOT 15, IN PARCEL 1, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS DATED AS OF NOVEMBER 22, 2004 BY OLIVER MCMILLAN GLENVIEW, LLC WITH RESPECT TO GLENTOWN CENTER, BUILDING E, GLENVIEW ILLINOIS, AND RECORDED DECEMBER 2, 2004, AS DOCUMENT 0433702309.

Permanent Index Numbers: 04-27-103-015-0000; 04-27-103-017-0000; 04-27-103-019-0000; 04-27-103-021-0000; 04-27-103-023-0000; 04-27-103-024-0000; 04-27-103-025-0000; and 04-27-103-026-0000; 04-27-103-029-0000; 04-27-103-032-0000; and 04-27-103-042-1002

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EXHIBIT B

(Attached to and forming a part of UCC-1 Financing Statement
naming T GLENVIEW CENTER IL, LLC as Debtor
and
CITIBANK, N.A. as Secured Party
as recorded in Lake County, Illinois)

DESCRIPTION OF COLLATERAL

Debtor hereby mortgages, conveys, assigns, warrants, transfers, pledges, bargains, sells and confirms the following Real Property, Chattels and Intangible Personalty (collectively, the "Property") to Secured Party.

Real Property. The real property described in Exhibit A, attached hereto and by this reference incorporated herein, together with all right, title and interest of Debtor in the following with respect to the real property, whether now owned or hereafter acquired by Debtor:

- a) all improvements now or hereafter located on such real property and all easements and appurtenances thereto;
- b) the land lying within any street or roadway adjoining the real property; any vacated or hereafter vacated street or alley adjoining the real property; and any strips and gores adjoining the real property;
- c) all and singular the passages, waters, water rights (whether tributary or non-tributary or not non-tributary), water courses, riparian rights, wells, well permits, water stock, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the real property, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license, and the reversion and reversions and remainder and remainders thereof; and,
- d) all machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached or incorporated, and including all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under such real property or improvements and used or usable in connection with any present or future operation thereof, including but not limited to all lighting, utility, and power equipment; engines; pipes; pumps; tanks; motors; conduits; utility systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, signage, heating, air-conditioning; communication apparatus; water heaters; ranges; furnaces; appliances, refrigerators, stoves; shades, awnings, screens, storm doors and windows; attached cabinets; rugs, carpets and draperies and all additions thereto and replacements thereof;

Chattels: All right, title and interest of Debtor in and to the following, to the extent used in connection with or associated with the Real Property:

- a) all goods, trade fixtures, fixtures, inventory, furnishings, fittings, machinery, apparatus, equipment, building and other construction materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Debtor and used, intended for use, or reasonably required in the development, construction, reconstruction, alteration, repair, or operation of the Property and any improvements or infrastructure located thereon, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof, including, without limitation, to the extent not deemed to be real property under this Mortgage, all apparatus, machinery, motors, elevators, fittings, equipment, and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating,

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refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures, all clubhouse and swimming pool equipment, lockers, lifeguard equipment, lawn or deck chairs, towels, swimming pool cleaning and maintenance equipment, recreational and fitness equipment, including but not limited to rowing machines, stationery bikes, nautilus equipment and appurtenances thereto.

Intangible Personality: All right, title and interest of the Debtor in and to the following, with respect to the Real Property:

- a) all of the rents, royalties, income (including, without limitation, operating income), receipts, revenues, issues, and profits of and from the use, operation, or enjoyment of such real property and improvements (collectively, the "Income"), whether such Income is attributable to the period, or is collected, prior to or subsequent to any default by Debtor;
- b) all plans and specifications for the improvements on the real property; soil, environmental, engineering, land planning maps, surveys and other studies and reports concerning the real property or prepared for the orderly planning and development of the real property, including all plans, drawings and studies concerning the platting or replatting of the real property; all contracts and subcontracts relating to the improvements on the real property, or any thereof;
- c) all marketing related materials, if any, prepared to market the real property for lease or sale, including, but not limited to, any sales center, scale models, marketing brochures, presentations and advertising signs; and all contracts and subcontracts relating to such marketing;
- d) all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, casualty or injury to, or decrease in the value of, any of such real property, including without limitation all property insurance payments, proceeds and policies related to such real property;
- e) all of the licenses, permits, franchises, and other entitlements to use and all rights thereto which have been issued by or which are pending before any governmental or quasi-governmental agency which are necessary or appropriate for the real property and for the development or construction of the real property or any improvements on the real property;
- f) all funds, Accounts, operating accounts, accounts receivable, Deposit Accounts, escrow accounts, monies, claims, causes of action, rights to payment, prepaid insurance and other prepaid items, contracts, purchase contracts for lots or units created in the real property, contract rights, refunds and rebates, maintenance contracts, maintenance warranties, continuing agreements, security deposits, General Intangibles and Payment Intangibles associated with the Property, Letter of Credit Rights and insurance proceeds;
- g) all water taps, sewer taps, building permits, curb cut permits, storm water discharge permits, refunds, rebates or deposits due or to become due from any utility companies or Governmental Entity (as defined in the Loan Agreement) or Governmental Unit;
- h) the absolute right to Debtor's interest in any trade name used by Debtor in connection with the Property and all of Debtor's rights in and to contract rights, leases, concessions, trade names, trademarks, service marks, logos, operating systems, trade secrets, technology and technical information, copyrights, warranties, licenses, plans, drawings and other items of intangible personal property relating to the ownership or operation of the Property; and

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i) all other and greater rights and interests of every nature in such property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor.

j) Defined terms not otherwise defined herein shall have the same meaning as set forth in that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Revenues executed by Debtor in favor of Secured Party (the "Mortgage").

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