

# UNOFFICIAL COPY



Doc# 1809206194 Fee \$74.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2018 04:10 PM PG: 1 OF 10

## 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)

Alston & Bird LLP  
90 Park Avenue  
New York, New York 10016  
Attention: John Spears, Esq.  
**1002-2438001-PTT**

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 <b>IC INDUSTRIAL ILLINOIS LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1001, Square-Victoria, C-500</b>		CITY <b>Montréal</b>	STATE <b>QC</b>	POSTAL CODE <b>H2Z 2B5</b>
			COUNTRY <b>CAN</b>	

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 <b>WELLS FARGO BANK, NATIONAL ASSOCIATION</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>401 S. Tryon Street, 8th Floor</b>		CITY <b>Charlotte</b>	STATE <b>NC</b>	POSTAL CODE <b>28202</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:  
**All those certain types or items of property described on Exhibit A and Exhibit B attached hereto and by this reference made a part hereof.**

**N/S 243800**

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:  
**Cook County, IL Client/Matter# 012134-507056**

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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	
	<b>IC INDUSTRIAL ILLINOIS LLC</b>	
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 1a or 1b 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 B attached hereto.**

17. MISCELLANEOUS:

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## EXHIBIT A TO UCC-1 FINANCING STATEMENT COLLATERAL DESCRIPTION

**DEBTOR:** IC INDUSTRIAL ILLINOIS LLC

**SECURED PARTY:** WELLS FARGO BANK, NATIONAL ASSOCIATION

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The collateral covered by this financing statement is all of the Debtor's right, title and interest in and to the following described property and the proceeds thereof, whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights (the "**Property**"):

(a) Land. The real property described in Exhibit B attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) Intentionally omitted;

(d) Intentionally omitted;

(e) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(f) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions 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 center line thereof and all the estates, rights, titles, interests, rights of dower, 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;

(g) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest,

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now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the “**Personal Property**”), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the “**Uniform Commercial Code**”), and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other use or occupancy agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other use and occupancy agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, 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 Property, 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 property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and 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;

(i) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the “**Insurance Proceeds**”);

(j) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a

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change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “Awards”);

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. 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, subject to the terms of the Loan Agreement, the terms of the Security Instrument, and the terms of the other Loan Documents;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

(n) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles, in each case, used in connection with or otherwise required for the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(p) Interest Rate Protection Agreement. The Interest Rate Protection Agreement (if any), including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(q) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (p), including, without limitation, Insurance Proceeds and Awards, whether cash or liquidation claims; and

Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (q) above.

Capitalized terms used herein without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of March 29, 2018 between Debtor, IC Industrial REIT, a Maryland real estate investment trust, and Secured Party (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

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This UCC Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of March 29, 2018 given by Debtor to Secured Party (the "Security Instrument"), covering *inter alia* the interest of Debtor in the Property.

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RECORDER OF DEEDS

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## EXHIBIT B TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

[Attached hereto]

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**1455 Estes Avenue, Elk Grove Village, IL**

## PARCEL 1:

LOT 262 IN CENTEX INDUSTRIAL PARK UNIT 146, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

NON-EXCLUSIVE UTILITY, SEWER AND DRAINAGE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLATS OF SUBDIVISION RECORDED AS DOCUMENTS 21283896, 21183845 AND 21360549.

**2301 Lunt Avenue, Elk Grove Village, IL**

THE EAST 645.34 FEET OF THE WEST 1,162.02 FEET OF LOT 13 IN CENTEX INDUSTRIAL PARK UNIT 3, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1852-1854 Elmdale Avenue, Glenview, IL**

## PARCEL 1:

LOT 2 IN FOUR COLUMNS RESUBDIVISION FILED JULY 3, 1980 AS DOCUMENT LR3167963, BEING A RESUBDIVISION OF LOT 1 IN LAKE PICKWICK INDUSTRIAL CENTER A SUBDIVISION OF LOT 2 IN CARLSON SUBDIVISION OF PART OF EACH OF LOTS 1 AND 2 IN THE SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF FILED WITH THE REGISTRAR OF TITLES ON FEBRUARY 14, 1979 AS DOCUMENT 3076035, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

TOGETHER WITH A COMMON ACCESS EASEMENT AS DISCLOSED BY THE PLAT OF FOUR COLUMNS RESUBDIVISION FILED JULY 3, 1980 AS DOCUMENT LR3167963.

**3400-3450 West Lake Ave, Glenview, IL**

LOT 1 IN SIERRA CAPITAL TRUST REALTY VI SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**3350-3600 Woodhead Dr, Northbrook, IL**

LOTS 31 AND 32 AND THE EAST 64 FEET OF LOT 33 IN NORTHBROOK EDENS INDUSTRIAL PARK SUBDIVISION UNIT 3 IN THE NORTHWEST 1/4 OF SECTION 5 AND



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THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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## SCHEDULE I

### Property Locations

Property Name	Street Address	City	County	State	PIN
062 - Bensenville 3	854 Golf Lane	Bensenville	DuPage	Illinois	03-11-315-001
063 - Elk Grove 35	1455 Estes Avenue	Elk Grove Village	Cook	Illinois	08-34-201-007-0000 Vol. 050
064 - Elk Grove 41	2301 Lunt Avenue	Elk Grove Village	Cook	Illinois	08-35-202-023-0000 Vol. 050
065 - Glenview 1	1852-1854 Elmdale Ave	Glenview	Cook	Illinois	04-28-101-019-0000 Vol. 133
066 - Glenview 2	3400-3450 West Lake Ave	Glenview	Cook	Illinois	04-28-101-020-0000 Vol. 133
067 - Itasca 13	900-950 Hollywood	Itasca	DuPage	Illinois	03-06-407-011
068 - Itasca 19	750 Expressway Drive	Itasca	DuPage	Illinois	03-06-406-002
069 - Naperville 1	801 S Frontenac Rd	Naperville	DuPage	Illinois	07-17-206-001
070 - Northbrook 2	3350-3600 Woodhead Dr	Northbrook	Cook	Illinois	04-05-102-018-0000 Vol. 131