

Call 2200660407

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\*2218825043\*

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2218825043 Fee \$61.00

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>JUSTIN M. NEWMAN</b> 312-580-2327	
B. E-MAIL CONTACT AT FILER (optional) <b>jmnewman@thompsoncoburn.com</b>	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Thompson Coburn LLP 55 E. Monroe Street 37th Floor Chicago, IL 60603	

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/07/2022 12:47 PM PG: 1 OF 6

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 <b>BRVC OWNER, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>10 PARKWAY NORTH BLVD., STE. 120</b>		CITY <b>DEERFIELD</b>	STATE <b>IL</b>	POSTAL CODE <b>60015</b>	COUNTRY <b>US</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>OLD NATIONAL BANK</b>					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>8750 W. BRYN MAWR AVE.</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60631</b>	COUNTRY <b>US</b>

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

See Exhibit "A" attached hereto and made a part hereof for a description of the Collateral including but not limited to, all machinery, equipment, furniture, fixtures and articles of personal property.

The Property is described in Exhibit "B" attached hereto and made a part hereof.

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:

Filed with: IL - Cook County

F#881642

A#1206481

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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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME BRVC OWNER, LLC	
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 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:

The Property is described in Exhibit "B" attached hereto and made a part hereof.

17. MISCELLANEOUS:  
IL - COOK COUNTY

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## Exhibit "A" To UCC-1 Fixture Financing Statement

**Old National Bank, as Secured Party,  
BRVC Owner, LLC, a Delaware limited liability company, as Debtor**

Debtor hereby grants to Secured Party a security interest in and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party the property described as follows (hereinafter referred to collectively as the "Collateral"):

A. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the Property or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant or licensee of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant or licensee at the expiration or termination of said lease.

B. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.

C. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered into by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to nonperformance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the building and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

D. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

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E. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.

F. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.

G. Any and all contracts for the purchase or sale of the Property or any of the improvements to be built on the Property.

H. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.

I. All proceeds of, substitutions and replacements for, accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.

J. Any and all right, title and interest of Debtor in and to any and all rents, leases and security deposits.

K. A lien upon and security interest in (and Secured Party may, without demand or notice of any kind, when any amount shall be due and payable by Debtor, appropriate and apply toward the payment of such amount, in such order of application as Secured Party may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Debtor now or hereinafter in the possession of Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Secured Party or any agent or bailee for Secured Party. Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including without limitation, the right to sell or otherwise dispose of any or all of such property.

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## Exhibit "B" To UCC-1 Fixture Financing Statement

Old National Bank, as Secured Party,  
BRVC Owner, LLC, a Delaware limited liability company, as Debtor

### LEGAL DESCRIPTION

#### PARCEL 1:

LOT 3, LOT 8, OUTLOT A AND OUTLOT B IN BURR RIDGE VILLAGE CENTER PLANNED UNIT DEVELOPMENT SUBDIVISION, RECORDED OCTOBER 2, 2006 AS DOCUMENT 0627510200 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 1-1, 2-1, 4-1, 5A, 5B-1 AND 6-1 IN FINAL PLAT OF BURR RIDGE VILLAGE CENTER RESUBDIVISION RECORDED NOVEMBER 30, 2007 AS DOCUMENT 0733403124 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### EASEMENT PARCEL 1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, PARKING, UTILITIES INCLUDING STORM WATER DRAINAGE, SANITARY SEWER, WATER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION AND COMMUNICATION INCLUDING VERTICAL RIGHTS AND FOR STRUCTURAL SUPPORT AND ENCROACHMENTS, AS CREATED BY DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BURR RIDGE VILLAGE CENTER DATED AUGUST 28, 2006 AND RECORDED OCTOBER 4, 2006 AS DOCUMENT 0627734129 AS AMENDED AND RESTATED BY DECLARATION RECORDED NOVEMBER 30, 2007 AS DOCUMENT 0733403124 OVER THE COMMON AREAS AS DEFINED THEREIN.

#### EASEMENT PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE BURR RIDGE VILLAGE CENTER PUD AS CREATED BY AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND SIGNAGE DATED AUGUST 15, 2006 AND RECORDED SEPTEMBER 20, 2006 AS DOCUMENT 0626331049 FROM LTF USA REAL ESTATE COMPANY, LLC TO OPUS REAL ESTATE IL VII BURR RIDGE, L.L.C. FOR THE PURPOSE OF ACCESS FOR MAINTENANCE OF BERM LANDSCAPING AND IRON AND MASONRY FENCE OVER EASTERLY LINES OF THE LTF USA REAL ESTATE COMPANY PARCEL DESCRIBED THEREIN AND DEPICTED ON EXHIBIT A-1 AND FOR A STORM WATER EASEMENT.

#### EASEMENT PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE BURR RIDGE VILLAGE CENTER PUD AND OTHER PROPERTY, AS CREATED BY PLAT OF EASEMENT MADE BY BURR RIDGE PARKWAY LIMITED PARTNERSHIP DATED APRIL 2, 2001 AND RECORDED JUNE 22, 2001 AS DOCUMENT 0010548968 FOR THE PURPOSE OF DRAINAGE AND STORM WATER

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MANAGEMENT AND ACCESS THERETO OVER THAT PART OF THE LAND NORTH AND ADJOINING THE BURR RIDGE VILLAGE CENTER SUBDIVISION, DESCRIBED THEREIN.

## EASEMENT PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE BURR RIDGE VILLAGE CENTER PUD FOR DRAINAGE AND FOR JOGGING AND BIKE RIDING OVER PATHWAYS, AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BURR RIDGE PARK MADE BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 3, 1980 AND KNOWN AS TRUST NUMBER 48739 (DECLARANT) AND EMRO LAND COMPANY, A DELAWARE CORPORATION (DEVELOPER) RECORDED JANUARY 3, 1984 AS DOCUMENT 26915063 AND ANY AMENDMENTS RECORDED FROM TIME TO TIME OVER THE LAND DESCRIBED THEREIN.

COMMON ADDRESS: 701 Village Center Drive a/k/a 701 Burr Ridge Parkway  
Burr Ridge, IL 60527

TAX IDENTIFICATION NUMBERS: 18-30-300-032-0000  
18-30-300-037-0000  
18-30-300-038-0000  
18-30-300-039-0000  
18-30-300-042-0000  
18-30-300-044-0000  
18-30-300-045-0000  
18-30-300-047-0000  
18-30-300-048-0000  
18-30-300-050-0000