 •	•		
 		- 	

20100409000109000 1/8 \$40.00 Shelby Cnty Judge of Probate, AL 04/09/2010 01:35:16 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) (CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER	[optional]
Christine Hines	704-444-2000
B. SEND ACKNOWLEDGMENT TO: (Name	and Address)
Katten Muchin Rosenm	an LLP
550 South Tryon Street	
Suite 2900	
Charlotte, NC 28202	
christine.hines@kattenl	aw.com
4 DEDTODIC SYNOTELLI LEGAL NAME	

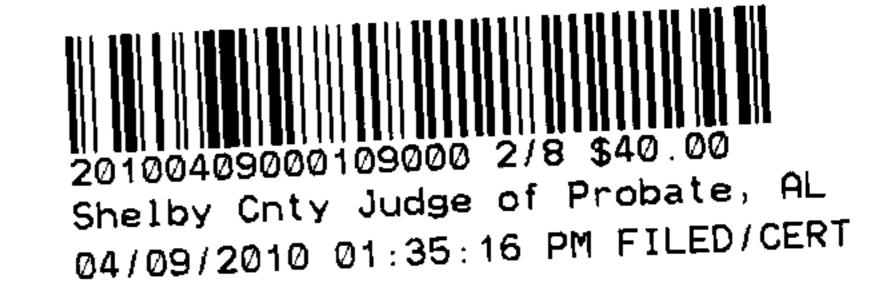
THE ABOVE	SPACE IS	FOR FILING	OFFICE US	SE ONLY
	OI MOLIO			

1. DEBTOR'S EXACTE	ULL LEGAL NAME	insert only <u>one</u> debtor name (1a or 1b	o) - do not abbreviate or combine names			
1a. ORGANIZATION'S N	VAME					
INLAND WI	ESTERN MO	ONTEVALLO MAI	N, L.L.C.			
OR 15. INDIVIDUAL'S LAST			FIRST NAME	MIDDLE	NAME	SUFFIX
1c. MAILING ADDRESS		 	CITY	STATE	POSTAL CODE	COUNTRY
2901 Butterfield	d Road		Oak Brook	IL	60523	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORG 3939	ANIZATIONAL ID #, if any 675	NONE
2. ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or com	bine names		
2a. ORGANIZATION'S I	NAME					
OR 26. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
Zw. Verillia III.a Alliania	ORGANIZATION	1		1	•	
	DEBTOR	<u> </u>				NONE
	·	TOTAL ASSIGNEE of ASSIGNOR S/	P) - insert only <u>one</u> secured party name (3a or 3b)			
3a ORGANIZATION'S N		ANITZ NI A				
JPMORGAN	CHASE BA	ANK, N.A.				
OR 3b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
383 Madison Av	venue		New York	NY	10179	

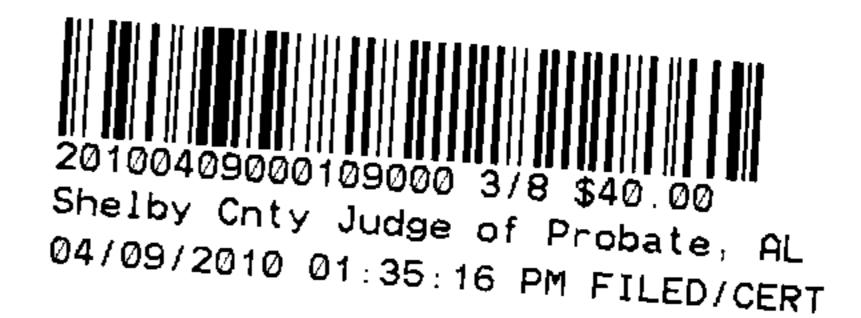
4.	This FINANCING	STATEMENT	covers the	following	collateral:
----	----------------	-----------	------------	-----------	-------------

See Schedule A attached hereto.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or record ESTATE RECORDS. Attach Addendum	ed) in the REAL 7. Check to REC	UEST SEARCH REPOR	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	<u> </u>	· ··· -		F	#271747
Filed with: AL - Shelby County				A:	#402646



UCC FINANCING S FOLLOW INSTRUCTIONS (fo			UM					
9. NAME OF FIRST DEBTO		· · <u></u>	NG STATEM	ENT				
9a. ORGANIZATION'S NAMI INLAND WES'			·····	_				
9b. INDIVIDUAL'S LAST NAM	4E	FIRST NAME		MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:								
11. ADDITIONAL DEBTOR'		_EGAL NAME - insert o	nly <u>one</u> name	(11a or 11b) - do not abbre			IS FOR FILING OFF	ICE USE ONLY
TTA. ORGANIZATION S NAN	IÇ.							
OR 11b. INDIVIDUAL'S LAST NA	ME		FIR	ST NAME		MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS		<u>,</u>	CIT	Υ		STATE	POSTAL CODE	COUNTRY
	DD'L INFO RE 1 DRGANIZATION DEBTOR	1e. TYPE OF ORGANIZA	TION 11f.	JURISDICTION OF ORGA	ANIZATION	11g. OR0	GANIZATIONAL ID #, if	any NONE
12. ADDITIONAL SECU 12a. ORGANIZATION'S NAM		or ASSIGNO	R S/P'S N	AME - insert only <u>one</u> nam	ne (12a or 12b)			
OR 12b. INDIVIDUAL'S LAST NA	ME		FIR	STNAME		MIDDLE	NAME	SUFFIX
12c. MAILING ADDRESS			CIT	Υ		STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT collateral, or is filed as a 14. Description of real estate: See Exhibit A attack.	fixture filing.		tracted 16.	Additional collateral descri	ription:			
15. Name and address of a REC (if Debtor does not have a re		ove-described real estate	17. Del	Check only if applicable a otor is a Trust or Check only if applicable a	Trustee acting with	respect to p	roperty held in trust or	Decedent's Estate
•				Debtor is a TRANSMITTIN	NG UTILITY		n	
				Filed in connection with a				

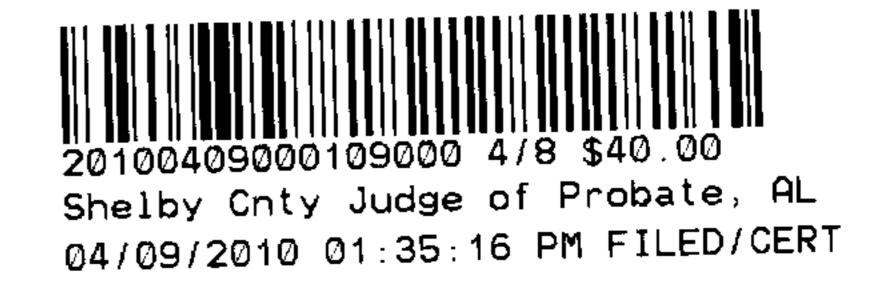


SCHEDULE A TO UCC-1 FINANCING STATEMENT

INLAND WESTERN MONTEVALLO MAIN, L.L.C., as Debtor, and JPMORGAN CHASE BANK, N.A., as Secured Party

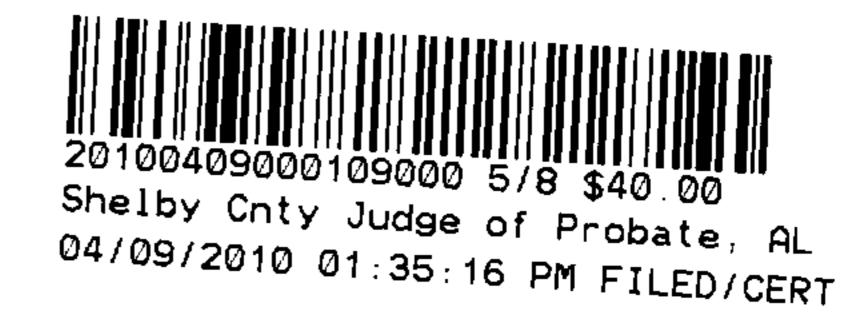
All of Debtor's right, title and interest in and to the following property (the "<u>Property</u>") located upon or used in connection with the real property described on <u>Exhibit A</u> attached to this Schedule A (the "Land"):

- (a) 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 that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of April 1, 2010 by Debtor to Secured Party (the "Mortgage");
- (b) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "<u>Improvements</u>");
- (c) 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 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 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (d) All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;
- (e) All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for



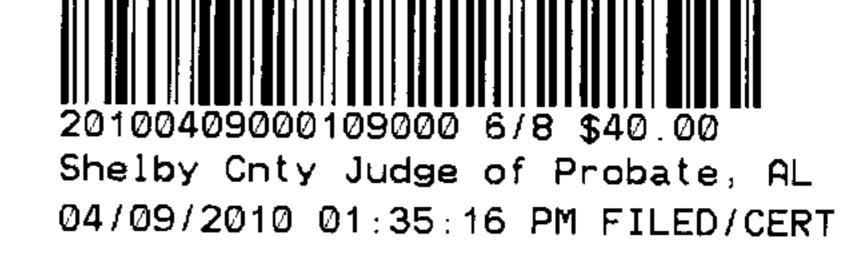
construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

- (f) All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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"), superior in lien to the lien of the Mortgage and all proceeds and products of the above;
- (g) All leases, subleases, or subsubleases, lettings, licenses, concessions or other 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 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 (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") 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, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the



Bankruptcy Code (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;

- (h) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, 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 change of grade, or for any other injury to or decrease in the value of the Property subject to the terms, provisions and conditions of the Loan Agreement;
- (i) All 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 subject to the terms, provisions and conditions of the Loan Agreement;
- (j) 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;
- (k) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (l) Subject to the terms, provisions and conditions of the Loan Agreement, 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;
- (m) 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 respecting 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 default hereunder, to receive and collect any sums payable to Debtor thereunder, in each case, to the extent assignable;
- (n) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property (excluding, however, the name "Inland" and any mark registered to The Inland Group, Inc., or any of its affiliates), in each case, to the extent assignable;
- (o) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established pursuant to the Cash Management Agreement, if any, including, without limitation, the Cash Management Account and the Lockbox Account, together with all deposits or wire transfers made to such accounts, 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) All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A;
- (q) All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Schedule A; and
- (r) Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

AND without limiting any of the other provisions of the Mortgage, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Mortgage be deemed conclusively to be real estate and mortgaged hereby.

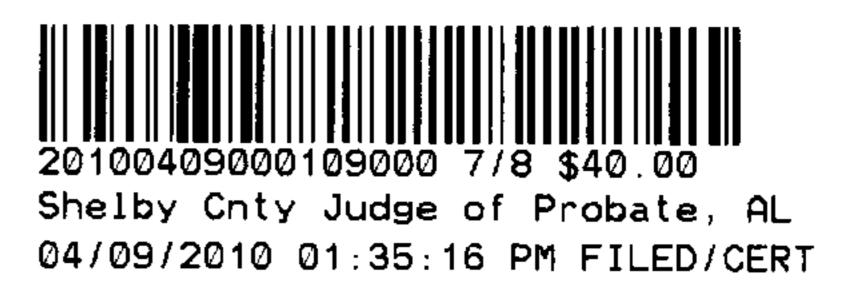


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(to be attached)

20100409000109000 8/8 \$40.00 Shelby Cnty Judge of Probate, AL 04/09/2010 01:35:16 PM FILED/CERT

LEGAL DESCRIPTION

Parcel I

Lot 1, according to the Survey of Montevallo CVS Subdivision, as recorded in Map Book 34, page 97, in the Probate Office of Shelby County, Alabama.

Parcel II

Those certain rights as shown in the Reciprocal Access and Parking Easement Agreement recorded in Instrument 20050405000155470 in the Probate Office of Shelby County, Alabama.