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1114618067

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1114618067 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/26/2011 03:29 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Aaron Lehrfield, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
CFRI BLACKHAWK/HALSTED SPE, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
15 Old Danbury Road Wilton CT 06897 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC Delaware 4954918 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
PFP Holding Company II, LLC

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 2318 Chicago IL 60601 USA

4. This FINANCING STATEMENT covers the following collateral:

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

FIDELITY NATIONAL TITLE

BOX 15

5. ALTERNATIVE DESIGNATION [if applicable] LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILOR/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Cook County, IL 48619/0023

C12545396 (4 of 7)



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	CFRI BLACKHAWK/HALSTED SPE, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
	11d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

**Commonly known as 1460 North Halstead Street,
 Chicago, Illinois and more fully described in
 Exhibit A attached hereto and made a part hereof.**

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufacture-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

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SCHEDULE A

TO UCC FINANCING STATEMENT

Debtor: **CFRI BLACKHAWK/HALSTED SPE, L.L.C.**, a Delaware limited liability company

Secured Party: **FPF HOLDING COMPANY II, LLC**, a Delaware limited liability company

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the land described in Exhibit A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Mortgaged Property**");

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water course, 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, remainders 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;

(b) 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 Mortgaged Property is located (the "**UCC**"), superior in lien to the lien of the Mortgage (as hereafter defined);

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(c) all awards or payments, 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 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;

(d) all leases, subleases 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 unpaid principal, all interest accrued and unpaid thereon, any yield maintenance premium and all other sums due to Secured Party in respect of the loan or under any Loan Document (as hereafter defined);

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged 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 Mortgaged Property;

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

(g) 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 Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy

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or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the “*Intangibles*”);

(h) any interest rate protection arrangement to which Debtor is a party, including the interest rate protection agreement, and all agreements, instruments, documents and contracts now or hereafter entered into by Debtor with respect to any such interest rate protection arrangement, including the interest rate protection agreement; and

(i) 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.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

“*Bankruptcy Proceeding*” shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation or all or a major portion of Debtor’s property.

“*Loan Agreement*” shall mean that certain Loan Agreement dated as of May 23, 2011 by and between Debtor and Secured Party, as the same may, from time to time, be modified, amended or supplemented.

“*Loan Documents*” means the Note (as defined below), the Deed of Trust, the Loan Agreement and all other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Secured Party in connection with the loan from Secured Party to Debtor, as any of the same may, from time to time, be modified, amended or supplemented.

“*Mortgage*” shall mean that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 23, 2011 by Debtor to Secured Party, which covers the Mortgaged Property, as the same may, from time to time, be modified, amended or supplemented.

“*Note*” shall mean that certain Promissory Note dated as of May 23, 2011 made by Debtor to Secured Party, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

“*State*” means the state in which such Mortgaged Property is located.

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EXHIBIT A

TO UCC FINANCING STATEMENT

Legal Description

Parcel 1:

The West 66 feet of Lots 14 and 15 (except the South 2 feet 6 inches of the East 6 feet thereof); the West 60 feet of Lots 16, 17, 18, 19, 20, 21 and 22; and the North 2 feet 11 inches of the West 60 feet of Lot 23 in J. A. Yale's Resubdivision of Block 59 in Elston's Addition to Chicago (heretofore vacated) in the Northeast $\frac{1}{4}$ of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 8, both inclusive; the North $\frac{1}{2}$ of Lot 9; that portion of the vacated alley West of and adjoining said Lots 1 to 8, both inclusive, and the North $\frac{1}{2}$ of Lot 9 and East of and adjoining Lots 14 to 21, both inclusive, and the North $\frac{1}{2}$ of Lot 22, Lots 14 and 15, except the West 66 feet thereof; the South 2 feet 6 inches or the East 6 feet of the West 66 feet of Lot 15; Lots 16 to 21, both inclusive, except the West 60 feet thereof and the North $\frac{1}{2}$ of Lot 22, except the West 60 feet thereof, all in J. A. Yale's Resubdivision of Block 59 in Elston's Addition to Chicago (heretofore vacated as to said lots and said Block 59) in the Northeast $\frac{1}{4}$ of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South $\frac{1}{2}$ of Lot 9, all of Lots 10, 11, 12 and 13, the South $\frac{1}{2}$ of Lot 22 (except the West 60 feet thereof), Lot 23 (except the North 2 feet 11 inches of the West 60 feet thereof), and Lots 24, 25 and 26, and that portion of the vacated alley West of and adjoining said Lots 10 to 13 both inclusive, and the South $\frac{1}{2}$ of Lot 9, and East of and adjoining said Lots 23 to 26, both inclusive, and the South $\frac{1}{2}$ of Lot 22 in Block 59 in Elston's Addition to Chicago (heretofore vacated) in the Northeast $\frac{1}{4}$ of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Addresses: 1460 North Halsted Street, Chicago, Illinois 60642
819 West Blackhawk Street, Chicago, Illinois 60642
814 East Eastman Street, Chicago, Illinois 60642

Permanent Real Estate Index Numbers: 17-05-219-002-0000
17-05-219-003-0000
17-05-219-005-0000
17-05-219-006-0000