

# UNOFFICIAL COPY



Doc#: 1136410075 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2011 12:36 PM Pg: 1 of 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Patricia Del Rio	212-238-3000
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
RETURN TO CORPORATION SERVICE CO 33 N LASALLE ST STE 2320 CHICAGO, IL 60602	

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 CLOVERFIELD, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS C/O COLUMBUS PROPERTIES, INC., 217 BROADWAY SUITE 700			CITY NEW YORK	STATE NY	POSTAL CODE 10007	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION NEW YORK	1g. ORGANIZATIONAL ID #, if any		<input checked="" type="checkbox"/> 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		<input type="checkbox"/> 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 GRACELAND II, LLC						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS C/O EMMET, MARVIN & MARTIN, LLP			CITY 120 BROADWAY	STATE NY	POSTAL CODE 10271	COUNTRY USA

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

See Schedule A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOLR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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). [ADDITIONAL FEE]		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA			045507-2		F#330355 A#481199	
Filed with: IL - Cook County						

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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

	9a. ORGANIZATION'S NAME <b>CLOVERFIELD, INC.</b>		
OR	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

	11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. SEE INSTRUCTIONS	ADDL 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)

	12a. ORGANIZATION'S NAME			
OR	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:

19 South LaSalle Street  
Chicago, IL

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

16. Additional collateral description:

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 Manufactured-Home Transaction  
 Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

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## SCHEDULE A

Debtor: CLOVERFIELD, INC.  
Secured Party: GRACELAND II, LLC  
Date: AS OF DECEMBER 29, 2011

This Financing Statement covers all right, title and interest of Debtor in and to the following described property (collectively, together with the Land (as hereinafter defined), the "Premises" or the "Mortgaged Property"):

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on that certain piece or parcel of land located at 19 South LaSalle Street, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Land") (including but not limited to all underground and other parking facilities located in or on the Land, all landscaped areas and all areas utilized for recreational activities) including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to and proceeds of any of the foregoing (collectively, the "Improvements");

All right, title and interest of Debtor, if any, in and to the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of or adjoining the Land to the center line thereof, and in and to any strips or gores of land adjoining thereto and the air space and right to use said air space above the Land;

All right, title and interest of Debtor, if any, in and to all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer and drainage rights, waters, water courses, water rights and powers, air rights, lateral support rights, oil, gas and mineral rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor in and to the same;

All right, title and interest of Debtor in and to any and all leases now or hereafter on or affecting the Premises, whether written or oral, and all licenses and other agreements for use or occupancy of the Premises (collectively, the "Leases"), together with all security therefor and deposits thereunder and all guaranties thereof and all monies payable thereunder;

All rent, additional rent, reimbursements, security deposits and all other payments due under the Leases (the "Receipts"), including, without limitation, all rents, awards, deposits (other than security deposits in respect of Leases), issues, profits, payments, income, revenues, proceeds reimbursements and/or accounts receivable derived from the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of any portion of the Premises (whether as a office building or otherwise),

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or rendering of services by any operator or manager of the Premises (including, without limiting the generality of the foregoing, from the rental of any office space, retail space, halls, stores, and offices of every kind, license, lease, sublease and concession fees and rentals, revenues from the rental of rooms, guest suites, conference and banquet rooms, food and beverage facilities, telephone services, laundry, vending, television and parking);

All right, title and interest of Debtor, if any, in and to all fixtures, machinery, appliances, equipment, furniture, and articles of personal property of every nature whatsoever now or hereafter located in or on, attached to, forming a part of or used or intended to be used in connection with the Land or the Improvements or the operation thereof (except that the Mortgage, Security Agreement, Assignment of Leases and Fixture Filing from Debtor to Secured Party of even date herewith (as from time to time consolidated, extended, modified, amended and/or replaced, the "Mortgage") shall not create a lien on any items of personal property which are owned by utilities or by contractors performing work at the Premises or which are owned by tenants who are in possession pursuant to a Lease and may be removed by such tenants at or prior to the expiration or termination of such Lease), including, but without limitation, all right, title and interest of Debtor, if any, in and to any and all air conditioners, antennae, appliances, apparatus, art work (including paintings and sculptures), awnings, basins, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motor vehicles, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all right, title and interest of Debtor, if any, in and to all renewals, replacements or proceeds thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Obligations (as defined in the Mortgage); notwithstanding the agreement and declaration in the Mortgage expressed that certain articles of property form a part of the realty covered by the Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles herein are or may be subject to the Illinois Uniform Commercial Code - Secured Transactions, Illinois Compiled Statutes Chapter 810, Section 5/9-101 et seq. (as the same may hereafter be amended from time to time (the "Code")), the Mortgage shall constitute a security agreement, creating a security interest in such articles, as collateral, in Secured Party as a secured party and Debtor as debtor, all in accordance with said Code or other applicable law as more particularly set forth in Section 17 of the Mortgage;

All rights in and proceeds from policies of insurance maintained with respect to (or otherwise insuring) Debtor or the Premises or the business conducted thereat (including, without limitation, the Receipts therefrom);

All refunds of Taxes (as defined in the Mortgage) which Debtor is presently or hereafter entitled to receive;

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All bank accounts maintained by or on behalf of Debtor, including, without limitation, any operating accounts, reserve accounts, escrow accounts and security deposit accounts;

All right, title, and interest of Debtor in and to (i) all other contracts affecting the ownership, possession, operation, alterations, management and services furnished to the Premises (the "Contracts"), including all amendments, supplements, and revisions thereof, and all security and other deposits thereunder, together with all of Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, (ii) all drawings, designs, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, contractor or other consultant, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, (iii) all Permits, to the extent assignable, and (iv) the right to appropriate and use any and all trade names used or to be used in connection with the Premises, provided, however, that permission is hereby given to Debtor, so long as no Event of Default (as defined in the Mortgage) has occurred under the Mortgage, to continue to exercise the rights and powers under the Contracts and to enjoy the benefits thereof, subject to such further restrictions with respect thereto as may otherwise be contained in the Mortgage or in the other Loan Documents;

All files, books of account, and other records, wherever located, used in connection with the operation of the Premises or the conduct of business thereat;

All of Debtor's right, title and interest in all accounts receivable (including, without limitation, any account, fees, charges or other payments arising from the use and occupancy of office space and/or other public facilities at the Premises), credit card receivables, documents, instruments, chattel paper, and general intangibles, as the foregoing terms are defined in the Code and general intangibles relating to the Premises;

All judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Premises or any portion thereof under the power of eminent domain, conversion, voluntary or involuntary, of the Premises, or any part thereof, into cash or liquidated claims and proceeds of any sale, option or contract to sell the Premises or any portion thereof (and any deposit thereunder); and Debtor shall not without Secured Party's prior consent adjust or compromise any such matters and Debtor hereby authorizes Secured Party to claim, collect and receive such proceeds, to give proper receipts and acquaintances therefor, and, after deducting expenses of collection, to apply (unless the Mortgage expressly provides otherwise with respect thereto) the net proceeds as a credit upon any portion, as selected by Secured Party, of the Obligations, notwithstanding the fact that the same may not then be due and payable or that the Obligations are otherwise adequately secured; and

All of Debtor's right, title and interest in all proceeds, both cash and non-cash, of the foregoing.

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## EXHIBIT A

### Description of the Land

That certain real property located in the City of Chicago, County of Cook, State of Illinois, having a street address of 19 South LaSalle Street, Chicago, Illinois, more particularly described as follows:

[see attached legal description]

Permanent Real Estate Tax Identification Number: 17-16-204-030-0000

Property of Cook County Clerk's Office



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**PARCEL 1:**

THOSE PARTS OF ORIGINAL LOTS 2 AND 3 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID ORIGINAL LOT 3; THENCE NORTH TO A POINT 100 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3; THENCE WEST CROSSING THE WEST 1/2 OF SAID LOT 3, AND ALONG THE SOUTH LINES OF SUB-LOTS 1 TO 3 IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118, TO THE SOUTHWEST CORNER OF SAID SUB-LOT 3; THENCE SOUTH TO THE SOUTH LINE OF SAID ORIGINAL LOT 2; THENCE EAST TO THE POINT OF BEGINNING (EXCEPTING THAT PART THEREOF LYING NORTH OF THE SOUTH LINES OF SUB-LOTS 1 TO 3 AFORESAID, EXTENDED EAST ACROSS THE WEST 1/2 OF THE ORIGINAL LOT 3 AFORESAID; ALSO EXCEPTING THAT PART THEREOF FALLING IN ARCADE PLACE AS NOW LOCATED) IN COOK COUNTY, ILLINOIS;

**PARCEL 2:**

LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4 TO 6, SUB-LOT 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THOSE PARTS OF SAID SUB-LOTS 6 AND 8 TAKEN FOR THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN BLOCK 118, WITH THE PROPORTIONATE SURPLUS OF THE BLOCK, IN THE SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MAJOR'S SUBDIVISION RECORDED MAY 23, 1867, IN BOOK 164 OF MAPS, PAGE 194, IN COOK COUNTY, ILLINOIS;

**PARCEL 3:**

THAT PART OF ORIGINAL LOT 1 IN BLOCK 118 LYING WEST OF THE WEST LINE OF LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION OF SUB-LOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF SUB-LOT 9 (EXCEPT THAT PART OF SUB-LOTS 6 AND 8 TAKEN BY THE OPENING OF LASALLE STREET) IN THE CHICAGO HYDRAULIC COMPANY'S SUBDIVISION OF ORIGINAL LOTS 1 AND 2 IN SAID BLOCK 118 AND LYING BETWEEN THE WESTERLY EXTENSIONS OF THE NORTH AND SOUTH LINES OF AFORESAID LOT 2 AND THE SOUTH 2 FEET IN WIDTH OF LOT 1 IN MAJOR'S SUBDIVISION AFORESAID, ALL IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

**PARCEL 4:**

ALL OF THAT PART OF ARCADE PLACE LYING SOUTH OF THE NORTH LINE OF ARCADE PLACE, AS SAID NORTH LINE WAS ESTABLISHED BY ORDINANCE DATED MARCH 16, 1868, LYING WEST

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OF THE EAST LINE AND THE EAST LINE EXTENDED SOUTH OF THE WEST 1/2 OF SAID ORIGINAL LOT 3 IN BLOCK 118, SCHOOL SECTION ADDITION AFORESAID AND LYING EAST OF EAST LINE OF LASALLE STREET AS NOW LOCATED (EXCEPTING THEREFROM THE SOUTH 1/2 THEREOF WHICH IS NORTH OF AND ADJOINING LOTS 30, 31 AND 32 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION AFORESAID) IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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