

# UNOFFICIAL COPY



1324917069

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1324917069 Fee: \$54.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 09/06/2013 02:46 PM Pg: 1 of 9

A. NAME & PHONE OF CONTACT AT FILER (optional) T. Randall Graeb, Esq. (312) 629-7367	
B. E-MAIL CONTACT AT FILER (optional) randy.graeb@bfkn.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 West Madison, Suite 3900 Chicago, IL 60606	

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 RMW STREETERVILLE LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 350 WEST HUBBARD STREET, SUITE 300		CITY CHICAGO	STATE IL	POSTAL CODE 60654
			COUNTRY USA	

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 USA	

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 U.S. BANK NATIONAL ASSOCIATION				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 209 SOUTH LASALLE STREET, SUITE 210		CITY CHICAGO	STATE IL	POSTAL CODE 60604
			COUNTRY USA	

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

ALL OF DEBTORS' RIGHT, TITLE AND INTEREST IN, TO AND UNDER ALL THAT COLLATERAL LISTED ON THE ATTACHED SCHEDULE I RELATING TO THE REAL PROPERTY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

CM # UZBK-0038

F#396318

A#568042

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**UNOFFICIAL COPY****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 RMW STREETERVILLE 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:

See Legal Description attached hereto as Exhibit A.

17. MISCELLANEOUS:

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## SCHEDULE 1

### TO UCC FINANCING STATEMENT

#### DEBTOR:

RMW Streeterville LLC  
 c/o Related Midwest, LLC  
 350 West Hubbard Street, Suite 300  
 Chicago, Illinois 60654  
 Attn: Curt Bailey

#### SECURED PARTY:

U.S. Bank National Association  
 Real Estate Banking Group  
 209 South LaSalle Street, Suite 210  
 Chicago, Illinois 60604  
 Attn: Drew Burlak  
 Ronald Dawson

All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor to Secured Party ("**Secured Party**") dated as of September 6, 2013 and recorded in Cook County, Illinois (as may be amended, restated or modified from time to time, the "**Mortgage**").

Debtor hereby grants to Secured Party all of Debtor's right, title and interest in, to and under the following property located in the City of Chicago, County of Cook, State of Illinois (the "**Mortgaged Property**"); together with

- A. All those certain tracts, pieces or parcels of land legally described in **Exhibit A** attached hereto and hereby made a part hereof and all surface and subsurface soils, minerals and water located thereon and thereunder (the "**Land**"); and
- B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Debtor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Debtor in connection with any of the foregoing; and
- C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles,

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interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, 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 thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same; and

- D. Each and every lease, license and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the improvements of any type or nature located thereon (the "**Improvements**"), whether heretofore, now or hereafter entered into (the "**Leases**"); and
- E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Mortgaged Property from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits, advance room deposits and escrow funds, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the Mortgaged Property or acquired from others including, without limitation, from the rental of any space, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same) (collectively, the "**Rents**") and the right to receive and apply the Rents to the payment of the Secured Obligations; and all deposits made by Debtor pursuant to this Mortgage or other agreement with Secured Party regarding the Mortgaged Property and any accounts in which such deposits are held; and
- F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-315 of the Uniform Commercial Code ("**UCC**"), as adopted in the state in which the Mortgaged Property is located (the "**State**"); and
- G. All of the aforementioned personal property and any and all other machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furnishings, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, keys or other entry systems, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment,), and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in

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connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Debtor and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Debtor from time to time in Secured Party's possession, all of which shall constitute proceeds of collateral pursuant to Section 9-306 of the UCC (hereinafter collectively called the "**Personalty**"), and the right, title and interest of Debtor in and to any of the Personalty which may be subject to any security agreements as defined in the UCC, as adopted and enacted by the State, superior in lien to the lien of this Mortgage; and

- H. All of the aforementioned contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Debtor is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, purchase contracts for the sale of all or any portion of the Land, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein (the "**Contracts**"); and
- I. To the extent assignment thereof is legally permissible, all franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and
- J. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and
- K. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and
- L. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and
- M. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Secured Party or any Affiliate of Secured Party now or at any time hereafter, all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

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- N. All right, title and interest of Debtor arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of the Mortgaged Property and Mortgaged Property-related services on the Mortgaged Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services; and
- O. All of Debtor's existing and after acquired or created accounts (including, without limitation, bank, brokerage and similar accounts and demand depository accounts), accounts receivable, contract rights, general intangibles, judgments, notes, drafts, acceptances, instruments, chattel paper, deposits and all other personal property of every kind, nature or description in connection with the Mortgaged Property; and
- P. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Debtor now has or may hereafter acquire pursuant to any Interest Rate Protection Agreement or any declaration or amendment thereto relating to the Mortgaged Property.

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## EXHIBIT A Legal Description

### PARCEL 1:

UNITS P-356, P-357, P-362, P-363, P-364, P-365, P-366, P-368, P-369, P-370, P-371, P-400, P-402, P-403, P-405, P-406, P-407, P-408, P-409, P-410, P-411, P-464, P-488, P-535, P-536, P-537, P-538, P-541, P-547, P-549, P-550, P-569, P-596, P-604, P-608, P-615, P-616, P-617, P-620, P-621, P-622, P-623, P-624, P-625, P-626, P-627, P-629, P-651, P-658, P-659, P-660, P-661, P-662, P-663, P-664, P-665, P-666, P-667, P-668, P-669, P-670, P-672, P-673, P-674, P-675, P-676, P-677, P-678, P-679, P-680, P-681, P-682, P-683, P-684, P-685, P-688, P-689, P-690, P-691, P-692, P-693, P-694, P-695, P-696, P-697, P-698, P-699, P-700, P-701, P-702, P-703, P-704, P-705, P-706, P-707, P-708, P-709, P-710, P-712, P-713, P-714, P-715 AND P-716 IN PARKVIEW AT RIVER EAST CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 3 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0811410154, AS AMENDED BY AMENDMENTS RECORDED AS DOCUMENT 0814016059, 0817116013 AND 0927545062, AS MAY BE FURTHER AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS;

### PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT FOR PARKVIEW RECORDED APRIL 23, 2008 AS DOCUMENT NUMBER 0811410153 AND AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENT, RECORDED MAY 19, 2008 AS DOCUMENT 0814016058.

### PARCEL 3:

LOTS 2 AND 3 IN PARKVIEW AT RIVER EAST, BEING A RESUBDIVISION OF PART OF BLOCK 3 IN CITYFRONT CENTER, IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 2011 AS DOCUMENT 1106829013, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 3 AND OTHER PROPERTY AS CREATED BY AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENT, RECORDED MAY 19, 2008 AS DOCUMENT 0814016058.

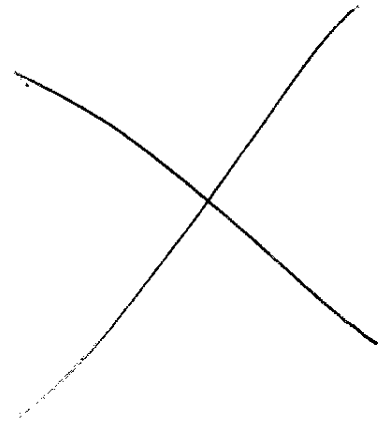
Address: 505 N. McClurg Ct.  
Chicago, Illinois

### PIN Numbers:

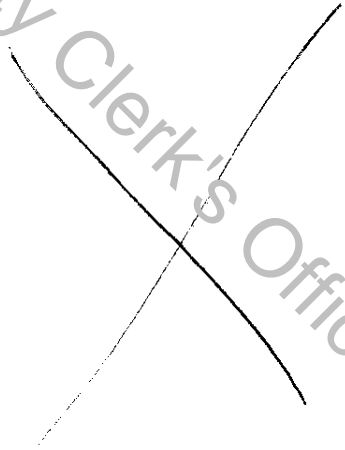
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