

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1417819168 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/27/2014 03:53 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>STEVEN F. GINSBERG, ESQ. GINSBERG JACOBS LLC 300 SOUTH WACKER DRIVE, SUITE 2750 CHICAGO, ILLINOIS 60606</b> <i>(14) GN # 14-0-25</i>

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>CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE, TRUST NO. 10-1904, U/A/D 4/15/1997</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>10 S. LASALLE STREET, STE 2750</b>	<b>CHICAGO</b>	<b>IL</b>	<b>60603</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>THE PRIVATEBANK AND TRUST COMPANY</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>120 SOUTH LASALLE STREET</b>	<b>CHICAGO</b>	<b>IL</b>	<b>60603</b>	<b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**ALL ASSETS OF DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING, WITHOUT LIMITATION, GOODS OR PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES, AS MORE FULLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

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:  
**PB - CACCIATORE - 978 S. WELLS - COUNTY FILING**

**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

9a. ORGANIZATION'S NAME <b>CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE</b>	
<b>TRUST NO. 10-1904, U/A/D 4/15/1997</b>	
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 EXHIBIT B ATTACHED HERETO.**

17. MISCELLANEOUS:

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**Exhibit A**  
to  
**UCC Financing Statement**

**Debtor:** CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1997 AND KNOWN AS TRUST NUMBER 10-1904

**Secured Party:** THE PRIVATEBANK AND TRUST COMPANY

**Collateral**

THE LAND located in Cook County, Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing, (the "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring, and all extensions, renewals or replacements thereof or substitutions therefor or additions

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thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"); it being agreed that all of said property owned by Debtor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of the Mortgage.

TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of the State of Illinois, of Debtor located on the Land or in the Improvements which are now or in the future owned by Debtor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or improvements thereon or proceeds of any sale, option or contract to sell the Land or improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing;

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights;

TOGETHER WITH any and all Awards and Insurance Proceeds, as each are hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any

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portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and Debtor hereby authorizes, directs and empowers Secured Party, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Section 7 or Section 8 of the Mortgage, to payment of the Debt, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and Debtor agrees to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such proceeds;

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party;

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of June 27, 2014 and made by Debtor to and in favor of Secured Party (the "Mortgage").

Property of Cook County Clerk's Office

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**Exhibit B**  
to  
**UCC Financing Statement**

**Debtor:** CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1997 AND KNOWN AS TRUST NUMBER 10-1904

**Secured Party:** THE PRIVATEBANK AND TRUST COMPANY

**Legal Description of Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN COOK COUNTY, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

**Legal Description:**

A TRACT OF LAND, LYING EASTERLY OF AND ADJOINING THE EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID TRACT OF LAND COMPRISED OF PART OF THE ORIGINAL BED OF SAID SOUTH BRANCH OF THE CHICAGO RIVER (ABANDONED), TOGETHER WITH SUNDRY LOTS AND BLOCKS IN SCHOOL SECTION ADDITION TO CHICAGO BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 WITH SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, SAID POINT BEING 1,016.47 FEET WEST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED AND RUNNING; THENCE NORTH 00 DEGREES 06 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY BOUNDARY LINE OF THE NEW CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 42.96 FEET TO A POINT IS 1,016.56 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE NORTH 05 DEGREES 26 MINUTES 02 SECONDS WEST, A DISTANCE OF 837.84 FEET TO A POINT IN THE SOUTH LINE OF WEST TAYLOR STREET, SAID POINT BEING 1,096.05 FEET WEST OF THE WEST LINE SOUTH CLARK STREET AS WIDENED; THENCE SOUTH 89 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID SOUTH LINE OF WEST TAYLOR STREET, A DISTANCE OF 294.44 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF PROPOSED SOUTH WELLS STREET, SAID POINT BEING 801.61 FEET WEST OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED; THENCE SOUTH 00 DEGREES 01 MINUTE 57 SECONDS EAST ALONG SAID WEST LINE OF PROPOSED SOUTH WELLS STREET, A

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DISTANCE OF 876.83 FEET TO A POINT IN THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16, SAID POINT BEING 800.96 FEET WEST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SOUTH CLARK STREET AS WIDENED; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, A DISTANCE OF 215.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Property Identification Number(s):**

17-16-416-004-0000

**Common Address:**

978 South Wells Street, Chicago, Illinois

Property of Cook County Clerk's Office