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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/18/2014 04:24 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) 312-715-5021 |
| B. E-MAIL CONTACT AT FILER (optional) everett.ward@quarles.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Everett S. Ward, Esq. Quarles & Brady LLP 300 North LaSalle Street Suite 4000 Chicago, Illinois 60654 |

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 Deerfield Associates, L.L.C | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 1c. MAILING ADDRESS 4104 North Harlem Avenue | | CITY Norridge | STATE POSTAL CODE COUNTRY IL 60706 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 |

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 John Hancock Life Insurance Company (U.S.A.) | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) SUFFIX |
| 3c. MAILING ADDRESS 197 Clarendon Street, C-3 | | CITY Boston | STATE POSTAL CODE COUNTRY MA 02116 USA |

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

See Exhibit A attached hereto.

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:
Loan No. 527141:11 Record with the Cook County, Illinois Recorder of Deeds

NNNN 4 26 4 SW NNN
NO1140384

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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

Deerfield Associates, L.L.C.

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

All right, title, and interest of Debtor in and to the real property or properties described on Exhibit B attached hereto (the "**Land**"), together with 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 July 17, 2014 (the "**Mortgage**"), from Debtor for the benefit of Secured Party (the "**Additional Land**") and any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (the "**Improvements**"); the Land, the Additional Land and the Improvements hereinafter collectively referred to as the "**Real Property**").

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits 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 Real Property or any part thereof 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 or any part thereof 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 in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest but expressly excluding any landlord lien rights (whether by statute, common law, or otherwise) Debtor may have in any of the tenants' or occupants' machinery, equipment, fixtures and other property of every kind and nature whatsoever owned or leased by such tenants or occupants of the Real Property to the extent waived by Debtor with respect to any tenant or occupant, it being understood that Secured Party's consent shall not be required for Debtor to waive any such landlord lien rights in connection with any tenant's or occupant's financing or otherwise) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real 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 (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the "**Equipment**") and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Mortgaged Property is located (the "**Uniform Commercial Code**") superior, inferior or pari passu in lien to

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the lien of the Mortgage. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of the Mortgage, all right, title and interest of Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, 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 said right) or for a change of grade or for any other injury to or decrease in the value of the Real Property.

All leases and subleases (including without limitation all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(b) of Title 11 of the United States Code (the "**Bankruptcy Code**") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property), together with any extension or renewal of the same (the "**Leases**") and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "**Rents**") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof, 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 Real Property or any part thereof.

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same which may be payable or available with respect to the Real Property.

The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof.

All accounts receivable (including rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered), escrows, documents, instruments, chattel paper, claims deposits, general intangibles, as the foregoing terms are defined in the

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Uniform Commercial Code, and all franchises, books, records, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods and services for or in the Real Property and any contract for management or any other provision for services), actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Real Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof (the "**Intangibles**").

All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted hereon or therein, or otherwise pertaining to the Real Property or any part thereof.

Any and all proceeds and products of any of the foregoing and any and all other security and collateral of any nature whatsoever now or hereafter given for the repayment of the Indebtedness (as defined in the Mortgage) and the performance of Debtor's obligations to Secured Party including, without limitation, any escrow or reserve fund held by Secured Party.

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EXHIBIT B

LEGAL DESCRIPTION

Parcel 1

Lots 4 and 6 in Deerfield Depot Subdivision, being a subdivision of part of the Northwest 1/4 of Section 4, Township 42 North, Range 12, East of the Third principal Meridian, according to the plat thereof recorded March 9, 1998 as document 98183480, in Cook County, Illinois.

Parcel 2

Easements appurtenant to and for the benefit of Parcel 1 created by Deerfield Depot Reciprocal Easement and Operating Agreement dated as of February 25, 1998 and recorded March 9, 1998 as document 98183483 made by and between Deerfield Associates, L.L.C., an Illinois limited liability, and The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, as amended by First Amendment recorded July 23, 1998 as document 98639499 and Second Amendment recorded December 22, 1999 as document 09188866, on, over and across the real estate more particularly described and defined therein.

PINs: 04-04-101-041-0000; 04-04-101-043-0000

Commonly known as: 655 Lake Cook Road, Deerfield, Illinois 60015