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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/23/2014 03:03 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Deborah Pahl	(704) 444-2000
B. E-MAIL CONTACT AT FILER (optional)	
deborah.pahl@kattenlaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213 4 of 4 NCS 6661729	

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			
BRI 1864 230 W Monroe LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
1c. MAILING ADDRESS		CITY	STATE
1140 East Hallandale Beach Boulevard		Hallandale Beach	FL
		POSTAL CODE	COUNTRY
		33009	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)
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			
General Electric Capital Corporation, a Delaware corporation, as administrative agent for lenders			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
3c. MAILING ADDRESS		CITY	STATE
c/o GE Capital Real Estate, 500 W Monroe St		Chicago	IL
		POSTAL CODE	COUNTRY
		50661	USA

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

ALL ASSETS OF THE DEBTOR, INCLUDING WITHOUT LIMITATION ALL DEBTOR'S INTERESTS IN THE MORTGAGE PROPERTY AS DESCRIBED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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/Licensors

8. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County Recorder F#436161
A#618371

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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

BRI 1864 230 W Monroe 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 attached Exhibit A

17. MISCELLANEOUS:

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SCHEDULE A TO UCC FINANCING STATEMENT

DEBTOR:

BRI 1864 230 W Monroe LLC,
a Delaware limited liability company
1140 East Hallandale Beach Boulevard
Hallandale Beach, Florida 33009

SECURED PARTY:

General Electric Capital Corporation,
a Delaware corporation, as administrative agent for lenders
c/o GE Capital Real Estate
505 W Monroe Street
Chicago, Illinois 60661

Reference is hereby made to that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing by Debtor in favor of Secured Party dated as of July 22, 2014 (the "**Mortgage**"). This financing statement covers all estate, right, title, interest, claim and demand whatsoever which Debtor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to the following described property (collectively referred to as the "**Mortgaged Property**"):

(1) the real property described in Exhibit A attached hereto and made a part hereof (the "**Land**") and 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 the Mortgage,

(2) all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"),

(3) all materials, supplies, appliances, equipment (as such term is defined in the Uniform Commercial Code as enacted and in effect in the State of Illinois; referred to herein as the "UCC"), apparatus and other items of personal property now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Mortgaged Property, construction equipment, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, pollution control equipment, security systems and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and

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equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (the "**Fixtures**"),

(4) all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including furniture, furnishings, objects of art, machinery, tools, appliances, including, but not limited to, disposals, dishwashers, refrigerators and ranges, recreational equipment electronic data-processing and other office equipment, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, books and records, websites and domain names, payment intangibles, documents, trade names, service marks, logos, copyrights, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**"), but the foregoing Personalty not include any property belonging to tenants under leases, except to the extent that Debtor shall have any right or interest therein,

(5) all reserves, escrows or impounds maintained by Debtor with respect to the Mortgaged Property, including, without limitation, all accounts required under the Loan Agreement of even date with the Mortgage (the "**Loan Agreement**") and all deposit accounts (including accounts holding security deposits, but subject to the rights of tenants therein) maintained by Debtor with respect to the Mortgaged Property, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof,

(6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**"),

(7) all leases, subleases, licenses, franchises, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution,

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receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property), and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing, together with all related security and other deposits (the "**Leases**"),

(8) all of the rents, including without limitation percentage rent and additional rent (including tenant tax and operating expense reimbursements), moneys payable as damages or in lieu of rent, revenues, income, proceeds, profits, cash, issues, profits, charges for services rendered, income, receipts, royalties, receivables, termination payments, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "**Rents**"),

(9) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates, instruments and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property and any part thereof and any of the Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder (the "**Property Agreements**"),

(10) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements 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, 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 Land and the Improvements and every part and parcel thereof, with the appurtenances thereto,

(11) all present and future accessories, additions, attachments, replacements and substitutions of, for or to any of the foregoing and all proceeds and products thereof,

(12) all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, covering any of the above property now or hereafter acquired by Debtor,

(13) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property,

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(14) any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, including any interest thereon, 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Mortgaged Property,

(15) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction,

(16) 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 and/or the Lenders (as such term is defined in the Mortgage) in the Mortgaged Property,

(17) all rights, claims, interests, proceeds or other benefits of Debtor under any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any such agreement between Debtor and Secured Party and the Lenders, any affiliate of Secured Party and/or the Lenders, or any other Person, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising and in each case, as amended, modified or supplemented from time to time, and

(18) all present and future accessories, additions, attachments, replacements and substitutions of, for or to any of the foregoing and all proceeds and products thereof. As used in this financing statement, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, wherever located.

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Exhibit A

Description of Land

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

ALL OF LOT 7 AND ALL OF LOT 8 (EXCEPT THE WEST 40 FEET THEREOF TAKEN FOR WIDENING OF FRANKLIN STREET) IN BLOCK 94 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID PREMISES THE NORTH 9 FEET THEREOF TAKEN FOR ALLEY), IN COOK COUNTY, ILLINOIS.

Address: 230 W Monroe Street, Chicago, Illinois 60606

Tax Identification Numbers:

17-16-202-013-0000 Vol. 511 (affects the West ½ of Lot 7 and all of Lot 8)

17-16-202-014-0000 Vol. 511 (affects the East ½ of Lot 7)