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1421316052

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1421316052 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/01/2014 02:48 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
T. Randall Graeb, Esq.

B. E-MAIL CONTACT AT FILER (optional)

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
KEYHOLE LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
150 NORTH MICHIGAN AVENUE, SUITE 3610 CHICAGO IL 60601

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
PINBALL LLC

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
150 NORTH MICHIGAN AVENUE, SUITE 3610 CHICAGO IL 60601

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
WELLS FARGO BANK, NA

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
608 SECOND AVENUE SOUTH, 11TH FLOOR MINNEAPOLIS MN 55402

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

All of Debtor's right, title and interest in, to and under the collateral described on Exhibit A, attached hereto and made a part hereof which is located on or related to the real property described on Schedule I to Exhibit 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County CM # WFBK-0320 F#436789
A#619244

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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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME	KEYHOLE 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	TEOCALLI BOWL LLC		
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
150 NORTH MICHIGAN AVENUE, SUITE 3610	CHICAGO	IL	60601	

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:

Attached hereto as Schedule I to Exhibit A and incorporated herein by reference.

17. MISCELLANEOUS:

See Exhibit B attached hereto for complete address of Secured Party

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Loan Number 1011985

EXHIBIT A TO FINANCING STATEMENT Collateral Description

Exhibit A to Uniform Commercial Code ("**UCC**") National UCC Financing Statement (Form UCC1 ("**Financing Statement**"), dated as of July 31, 2014, naming Keyhole LLC, an Illinois limited liability company, Pinnball LLC, an Illinois limited liability company and Teocalli Bowl LLC, an Illinois limited liability company, individually and collectively, as "Debtor", and Wells Fargo Bank, National Association, as "Secured Party".

1. **COLLATERAL DESCRIPTION.** The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "**Collateral**"):

PROPERTY

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "**Property**"); together with all payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party and/or any of Secured Party's affiliate banks, whether or not disbursed; all funds deposited with Secured Party and/or any of Secured Party's affiliate banks pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money from Secured Party to Debtor under any Swap Agreement, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Debtor and Secured Party in connection with the Loan, as defined in the Note (as defined in the Security Instrument defined below); together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of that certain Mortgage (as the same may be amended, modified, supplemented or replaced from time to time, "**Security Instrument**"), of even date herewith, from Debtor to Secured Party encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of the Secured Party's

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Loan Number 1011985

lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.

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Loan Number 1011985

**SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT
Description of Property**

Schedule 1 to Exhibit A to Uniform Commercial Code ("**UCC**") National UCC Financing Statement (Form UCC1) ("**Financing Statement**"), naming Keyhole LLC, an Illinois limited liability company, Pinnball LLC, an Illinois limited liability company and Teocalli Bowl LLC, an Illinois limited liability company, individually and collectively, as "Debtor", and Wells Fargo Bank, National Association, as "Secured Party", dated as of July **31**, 2014.

Property Description. The real property referred to in Paragraph 1 of Exhibit A to this Financing Statement is located in the City of Chicago, Cook County, Illinois and is described as follows:

PARCEL 1:

LOTS 2, 3, AND 4 IN SNYDER'S SUBDIVISION OF LOT 15 IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 IN BLOCK 2 IN EQUITABLE TRUST COMPANY'S SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 50 FEET OF LOT 5 IN BLOCK 2 IN EQUITABLE TRUST COMPANY'S SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY:

PERMANENT INDEX NO.(S): 14-16-305-017-0000
14-21-100-001-0000
14-21-100-002-0000
14-21-100-003-0000

ADDRESS(ES): 718-756 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS
725-747 WEST IRVING PARK ROAD, CHICAGO, ILLINOIS
3937-3939 NORTH CLARENDON AVENUE, CHICAGO, ILLINOIS

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Loan Number 1011985

EXHIBIT B TO UCC FINANCING STATEMENT

17. COMPLETE ADDRESS OF SECURED PARTY:

Wells Fargo Bank, NA
WLS Real Estate Records Management
MAC N9303-110
608 Second Avenue South, 11th Floor
Minneapolis, MN 55402

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