

UNOFFICIAL COPY



1429019114

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1429019114 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/17/2014 01:00 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER [optional] MARY STRATTON
B. SEND ACKNOWLEDGMENT TO: (Name and Address) EVERBANK RISK DEPARTMENT 6464 185TH AVENUE NE, SUITE 200 REDMOND, WASHINGTON 98052

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BLOMMER CHOCOLATE COMPANY						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 600 WEST KINZIE STREET			CITY CHICAGO	STATE IL	POSTAL CODE 60610	COUNTRY USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DELAWARE	1g. ORGANIZATIONAL ID #, if any 0831474	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME EVERBANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 6464 185TH AVENUE NE, SUITE 200			CITY REDMOND	STATE WA	POSTAL CODE 98052	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE 1 ATTACHED

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

Loan No. 6326682-001 (COOK COUNTY, ILLINOIS) (Doc 6460709)

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME BLOMMER CHOCOLATE COMPANY			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
SEE SCHEDULE 1 ATTACHED

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years

UNOFFICIAL COPY**DEBTOR: BLOMMER CHOCOLATE COMPANY****SCHEDULE 1**

The collateral includes all of the right, title and interest of Debtor in, to and under:

(a) All fixtures, landscaping, equipment, and articles of property now or hereafter attached to, or used or adapted for use in the operation of buildings, structures, improvements, and parking areas located on the real estate (herein the "Premises") described in Exhibit A, including but without being limited to, all heating, air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph (a) shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.

(b) All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.

(c) Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.

(d) All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.

(e) Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements.

(f) All contracts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

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DEBTOR: BLOMMER CHOCOLATE COMPANY

(g) All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

(h) All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein, including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

All of the foregoing described collateral is exclusive of (i) any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises, (ii) any equipment (regardless of whether or not attached to the Premises), trade fixtures or other personal property used by Debtor in connection with cocoa processing or chocolate manufacturing processing or otherwise used by Debtor to operate its business at the Premises, and (iii) any products or proceeds of the items described in (i) and (ii). The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property"

Some of the items of Collateral are goods that are or are to become fixtures on the real property described above and this Financing Statement is to be filed for record in the real estate records. The record owner of the real property described herein is Debtor.

After Recording, Return To:

EverBank
6464 185th Avenue NE, Suite 200
Redmond, Washington 98052
Attn: Mary Stratton

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DEBTOR: BLOMMER CHOCOLATE COMPANY

EXHIBIT "A"LEGAL DESCRIPTION**West Kenzie St., Chicago IL**

PARCEL 1:

SUB-LOTS 1, 2, 3, 4, 5, 6 AND 7 IN SMITH'S SUBDIVISION OF LOTS 7 AND 8 IN BLOCK 59 IN RUSSELL MATHER AND ROBERT'S ADDITION TO CHICAGO, AND THE NORTH 8 FEET OF LOT 7 IN BLOCK 59 IN RUSSELL MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE VACATED ALLEYS LYING ADJACENT TO AND ABUTTING SAID LOTS.

PARCEL 2:

LOTS 5, 6, 13, 14, 15, 16, THE SOUTHERLY 32 FEET OF LOT 12, THE SOUTHERLY 22 FEET OF THE EASTERLY 55 FEET AND THE WESTERLY 95 FEET OF LOT 4, ALL IN BLOCK 59 OF RUSSELL, MATHER AND ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE VACATED ALLEYS LYING ADJACENT TO AND ABUTTING SAID LOTS.

PARCEL 3:

LOTS 5, 6, 7, AND 8, IN BLOCK 60 IN RUSSELL, MATHER & ROBERT'S ADDITION TO CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFORE CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF SAID LOT 8 AT A POINT 20 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 9.25 FEET ON A LINE PARALLEL WITH THE WEST LINE OF LOT 8; THENCE SOUTHEASTERLY TO A POINT ON A SOUTH LINE OF SAID LOT 8, A DISTANCE OF 45.89 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG SAID SOUTH LINE OF SAID LOT 8 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

448-452 N. JEFFERSON ST., CHICAGO, IL 60654

PIN 17-09-107-007-0000 PIN 17-09-107-008-0000

604-614 W. HUBBARD ST., CHICAGO, IL 60654

PIN 17-09-107-009-0000 PIN 17-09-107-010-0000

600 W. KENZIE ST., CHICAGO, IL 60654

PIN 17-09-107-015-0000 PIN 17-09-111-016-0000

UNOFFICIAL COPY**DEBTOR: BLOMMER CHOCOLATE COMPANY****West Grand Avenue, Chicago, IL**

Parcel 1:

That part of the South 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point on the East line of North Jefferson Street, a distance of 25 feet Southwesterly, measured at right angles from the center line of the main track of the Chicago and Northwestern Transportation Company extending across said Jefferson Street at a point thereon near the intersection thereof with Grand Avenue, as said main tract is now located; Thence Southeasterly parallel with said main track center line a distance of 171.88 feet, more or less, to a point on the Northeasterly extension of the Easterly face of a bridge pier or support; Thence Southerly along said Easterly face extended, a distance of 121.56 feet, more or less to a point a distance of 35 feet Northerly from the Northeast corner of said bridge support, for the point of beginning of the Parcel of land herein described; Thence Northwesterly along a straight line hereinafter designated line "A" a distance of 114.54 feet, more or less, to a point on the Northerly extension of the Easterly face of a bridge pier or support near the East line of said Jefferson Street, and distant 35 feet Northerly from the Northeast corner of said (last described) bridge support; Thence continuing Northwesterly along said last described course, extended, a distance of 3.81 feet, more or less, to a point on the East line of said North Jefferson street; Thence Southerly along said East line of North Jefferson street a distance of 35 feet, more or less, to a point on a line drawn parallel with said above described line "A" through the Northeast corner of the First described bridge pier or support; Thence Southeasterly along said last described parallel line a distance of 118.35 feet, more or less, to the Northeast corner of said first above described pier or support; Thence Northerly along the Northerly extension of the East line of said last described pier or support a distance of 35 feet to the point of beginning (excepting therefrom that part occupied by the center pier or support lying midway between the above described Piers) in Cook County, Illinois.

Parcel 2:

That part of the South 1/2 of the Northwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third principal meridian, bounded and described as follows:

Beginning at a point on the east line of North Jefferson Street, distant 25 feet Southwesterly, measured at Right angles, from the center line of the main track of the Chicago and Northwestern Transportation Company, extending across said Jefferson Street at a point thereon near the intersection thereof with Grand Avenue, as said main track is now located; thence Southeasterly parallel with said main track center line a distance of 171.88 feet, more or less, to a point on the Northeasterly extension of the Easterly face of a bridge pier or support; Thence Southerly along said Easterly face, extended, a distance of 121.56 feet, more or less, to a point distant 35 feet Northerly from the Northeast corner of said bridge support; Thence

Northwesterly, along a straight line a distance of 114.54 feet, more or less, to a point on the Northerly extension of the Easterly face of bridge pier or support at or near the East line of said Jefferson Street, and distant 35 feet Northerly from the Northeast corner of said (last described) bridge support; Thence continuing Northwesterly along said last described course, extended, a distance of 3.81 feet, more or less, to a point on the East line of said North Jefferson street, thence Northerly along said East line a distance of 210.56 feet, more or less to the point of beginning, in Cook County, Illinois.

600 W. GRAND AVE, Chicago, IL 60654

PIN 17-09-112-015-0000 PIN 17-09-112-016-0000