



Doc#: 150729073 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/27/2015 12:14 PM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> Nutter, McClennen & Fish, LLP Seaport West 155 Seaport Boulevard Boston, MA 02210-2604 <input type="checkbox"/> Attn: Beth H. McConnell, Esq.

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>Santa Fe Interests, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>c/o Property Manager, 224 S. Michigan Ave.</b>	<b>Chicago</b>	<b>IL</b>	<b>60604</b>	<b>USA</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>Connecticut General Life Insurance 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>c/o Cigna Investments, Inc. 900 Cottage Grove Road, Wilde Building, Attn: Debt</b>	<b>Bloomfield</b>	<b>CT</b>	<b>06002</b>	<b>USA</b>

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

**All of Debtor's right, title and interest in and to the Collateral described on Schedule A attached hereto and made a part hereof, including without limitation land, buildings, fixtures, leases, rents, personalty, proceeds and other rights, all as further described on said Schedule A, said Collateral being located or to be located at the real property known as and numbered 224 South Michigan Avenue, Chicago, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof, in which real property the Debtor holds a fee interest.**

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:

To be filed with the Cook County, IL Recorder of Deeds.

3063

# UNOFFICIAL COPY

## Schedule A

### CONTINUATION SHEET TO UCC-1 FINANCING STATEMENT

Debtor: SANTA FE INTERESTS, LLC  
c/o Property Manager  
224 South Michigan Avenue  
Chicago, IL 60604

Secured Party: CONNECTICUT GENERAL LIFE INSURANCE COMPANY  
c/o CIGNA Investments, Inc.  
900 Cottage Grove Road, Wilde Building  
Bloomfield, CT 06002  
Attn: Debt Asset Management, A4CRI

This Financing Statement covers the following items or types of collateral:

In connection with the operation of the Security (as defined in the Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing dated as of January 24, 2015, by and among the Debtor, as mortgagor, and the Secured Party, as mortgagee, encumbering the Land (as more particularly described on Exhibit A attached hereto) and the Real Property (as defined therein) (as the same may be amended, modified, extended, restated, substituted or replaced from time to time, the "Mortgage;" capitalized terms used herein, but not defined herein, shall have the meaning ascribed thereto in the Mortgage):

All of Debtor's right, title and interest in all of the buildings, including without limitation, the buildings known as 224 South Michigan Avenue, Chicago, in the State, and other improvements now or hereafter located on the Land or any part thereof, including, but not limited to, all extensions, betterments, renewals, renovations, substitutes and replacements of, and all additions and appurtenances to the Security;

All of Debtor's right, title and interest in the right to use, in perpetuity, in connection with the operation of the Security the name "Santa Fe Office Building" and any other name similar thereto;

All of Debtor's right, title and interest in all easements and agreements now or hereafter located on or appurtenant to the Land and/or the Improvements or under or above the same or any part thereof, appurtenances, rights-of-way, licenses, permits, approvals and privileges, belonging or in any way appertaining to the Land and/or the Improvements including without limitation (i) any drainage ponds or other like drainage areas not located on the Land which may be required for water run-off, (ii) any easements necessary to obtain access from the Land to such drainage areas, or to any other location to which Debtor has a right to drain water or sewage, (iii) any land required to be maintained as undeveloped land by the zoning rules and regulations applicable to the Land, (iv) any easements and agreements which are or may be established to allow satisfactory ingress to, egress from and operation of the Land and/or the Improvements, including without limitation, those for pedestrian areas, vehicular access and parking (whether on-site or off-site) and reimbursement for parking, (v) any other reciprocal

# UNOFFICIAL COPY

easement arrangement or reciprocal covenants as to land use, and (vi) any sanitary sewer, drainage, water and utility service agreements benefiting the Land and the Improvements or any part thereof;

All of Debtor's right, title and interest in any and all awards heretofore made and hereafter to be made by any governmental, municipal or state authorities to the present and all subsequent owners of the Security for the taking of all or any portion of the Security by power of eminent domain, including, without limitation, awards for damage to the remainder of the Security and any awards for any change or changes of grade of streets affecting the Security, which said awards are hereby assigned to Secured Party, and Secured Party, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Indebtedness, notwithstanding the fact that such amount may not then be due and payable; and Debtor hereby covenants and agrees to and with Secured Party, upon request by Secured Party, to make, execute and deliver, at Debtor's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Secured Party, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever (all of the foregoing Land, Improvements, rights, easements, rights-of-way, licenses, privileges, and awards, collectively, the "Real Property");

All of Debtor's right, title and interest in all proceeds, insurance or otherwise, paid for the damage done to any of the Security and all proceeds of the conversion, voluntarily or involuntarily, of any of the Security into cash or liquidated claims;

All of Debtor's right, title and interest in all fixtures, machinery, equipment, goods, and every other article of personal property, tangible and intangible, now or hereafter attached to or used in connection with the Real Property, or placed on any part thereof and whether or not attached thereto, appertaining or adapted to the use, management, operation or improvement of the Real Property, insofar as the same and any reversionary right thereto may now or hereafter be owned or acquired by Debtor, including, without limitation: all partitions, screens, awnings, shades, blinds, floor coverings, hall and lobby equipment; all heating, lighting, plumbing, ventilating, refrigerating, incinerating, elevator, escalator, air conditioning and communication plants or systems with appurtenant fixtures; all vacuum cleaning systems; all security systems, call systems; all sprinkler systems and other fire prevention and extinguishing apparatus and materials; all equipment, manual, mechanical and motorized, for the construction, maintenance, repair and cleaning of, and removal of snow from, parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets; all equipment, manual, mechanical and motorized, for the transportation of customers or employees to and from the stores or other facilities on the Real Property; all telephone, computer and other electronic equipment and appurtenances thereto, including software; and all other machinery, pipes, poles, appliances, equipment, wiring, fittings, panels and fixtures; and any proceeds therefrom, any replacements thereof or additions or accessions thereto; and all building materials, supplies and other property delivered to the Real Property for incorporation into the Improvements thereon, all of which are declared to be a part of the realty and covered by the lien hereof, but said lien shall not cover any fixture, machinery, equipment or article of personal property which is owned by a tenant and not required for the operation or maintenance of the Real Property, provided said fixture, machinery, equipment or article of personal property is not permanently affixed to the

# UNOFFICIAL COPY

realty and may be removed without material damage thereto and is not a replacement of any item which shall have been subject to the lien hereof, but said lien shall include any other fixture, machinery, equipment or article of personal property so incorporated into the Improvements so as to constitute realty under applicable law, whether or not owned by Debtor;

All of Debtor's right, title and interest in all of Debtor's books of accounts and records relating to the Security, including all computerized or electronic books and records;

All of Debtor's right, title and interest in all contracts for sale, and leases in the nature of sales of the Real Property, or any portion thereof, now and hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees or contract purchasers; all proceeds, rents, issues, profits, royalties, interest, bonuses and revenues and any other amounts now or hereafter arising from or out of the Real Property or any part thereof; all proceeds, credits or rebates arising from or out of any Imposition or Real Property Taxes (as those terms are defined in the Mortgage) appeal or similar proceeding, or any settlement thereof; all licenses, permits, franchises, governmental approvals and all sanitary sewer, drainage, water and utility service agreements benefiting the Real Property or any part thereof, together with all accounts, accounts receivable, cash receipts, credit card receipts, deposit accounts, including, without limitation, bank accounts of Debtor used in connection with the operation of the Security or for the holding of Security Deposits (as defined in the Assignment of Rents and Leases), contract rights, escrow and reserve accounts required to be established as security for the Loan, general intangibles, documents, instruments, chattel paper (tangible and electronic), letters of credit, letter of credit rights, supporting obligations and investment property and proceeds of any of the foregoing arising from or in connection with the Real Property, including all books and records in connection therewith; and all rights of Debtor under any leases, covenants, agreements, easements, restrictions or declarations with respect to, or as an appurtenance to, the Real Property (whether recorded or not) or any part thereof and all amounts, including interest on, and proceeds of, the escrow account under any tax escrow agreement that may be required hereunder (all of the tangible and intangible personal property described in this and the previous two paragraphs, collectively, the "Personal Property"), and Debtor's interest, as lessee, under any lease of property included within the description of Personal Property above;

All of Debtor's right, title and interest in and to all and singular tenements, hereditaments and appurtenances, including water rights, belonging to or in any way pertaining to the Security; all the estate, right, title and claim whatsoever of Debtor, either in law or in equity, in and to the Security; and any and all other, further or additional title, estate, interest or right which may at any time be acquired by Debtor in or to the Security (inclusive of any replacements or substitutions therefor at any time acquired by Debtor), and if Debtor shall at any time acquire any further estate or interest in or to the Security, the lien of the Mortgage shall attach, extend to, cover and be a lien upon such further estate or interest automatically without further instrument or instruments, and Debtor, upon request of Secured Party, shall execute such instrument or instruments as shall reasonably be requested by Secured Party to confirm such lien, and Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact (which appointments are coupled with an interest) to execute all such instruments if Debtor shall fail to do so within ten (10) days after demand;

# UNOFFICIAL COPY

All of the rents, issues and profits of the Security, including, without limitation, Rents under present and future Leases (as defined in the Assignment of Rents and Leases), or otherwise, which are hereby specifically assigned, transferred and set over to Secured Party, including, but not limited to, all cash, letters of credit, or securities deposited under such Leases to secure performance by the lessees of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such Leases, or applied to one or more of the installments of rent coming due thereunder; and

All proceeds, products, replacements, additions, substitutions, renewals and accessions of any property of the types described in the preceding clauses, together with all after-acquired right, title, or interest of Debtor in and to any property of the types described in the preceding clauses; and

All amounts deposited with the Secured Party or Midland Loan Services, a division of PNC Bank, National Association (the "Escrow Holder"), pursuant to:

- (a) the Real Estate Tax Escrow and Security Agreement of even date with the Mortgage, by and among the Debtor, the Secured Party and the Escrow Holder in connection with the payment of all Real Property Taxes, as such terms are defined therein;
- (b) the Capital Improvement Escrow and Security Agreement of even date with the Mortgage, by and among the Debtor, the Secured Party and the Escrow Holder in connection with the payment of all Leasing Costs, as defined therein;
- (c) the Mortgage or any of the other Loan Documents.

[END OF TEXT]

# UNOFFICIAL COPY

## EXHIBIT A

### Real Property Description

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

THE SOUTH 15 FEET OF LOT 5 AND SUB LOTS 1 AND 2 OF LOT 8 AND ALL OF LOT 9 IN BLOCK 5 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2724319.2

Address: 224 S. Michigan Ave., Chicago, IL 60604

PIN: 17-15-105-013

Property of Cook County Clerk's Office