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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/02/2015 12:34 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. CT Lien Solutions
PO Box 29071
Glendale, CA 91209-9071
Order 46625078

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 UCC1A)

1a. ORGANIZATION'S NAME
UGP - Traders Garage, LLC

OR 1b. INDIVIDUAL'S SURNAME

1c. MAILING ADDRESS
200 North LaSalle Street, Suite 1400

CITY: **Chicago** STATE: **IL** POSTAL CODE: **60601** COUNTRY: **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 UCC1A)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S SURNAME

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

3c. MAILING ADDRESS
197 Clarendon Street, C-3

CITY: **Boston** STATE: **MA** POSTAL CODE: **02116** COUNTRY: **USA**

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

See Exhibit A attached hereto.

#201500952

5. Check if applicable and check also line: Collateral is held in a Trust (see UCC1A, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check if applicable and check also line: Public-Finance Transaction Manufactured-House Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessee Consignor/Consignee Seller/Buyer Seller/Buyer Licensee/Licensee

6. OPTIONAL FILER REFERENCE DATA:
Loan No. 51951711 Record with the Cook County, Illinois Recorder of Deeds
International Association of Commercial Administrators (IACA)

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

8. 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 UGP - Traders Garage, 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) or **both** additional Debtor name or Debtor name that did not fit in line 1a 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 so-extracted collateral is filed as a L-Form 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, interest and estate 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 October 9, 2006 (as amended, the "Mortgage"), from Debtor, as Mortgagor, for the benefit of Secured Party, as Mortgagee (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 right, title, and interest in and to all of the following:

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 now or hereafter 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) 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 Real Property is located (the "Uniform Commercial Code")) superior, inferior or pari passu in lien to 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, the Mortgage shall also

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cover all right, title and interest of each 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(h) 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, utility or other deposits, intangibles, contract rights, interests, estates 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").

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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 thereon 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 Debt and the performance of Debtor's obligations to Secured Party including, without limitation, any escrow or reserve fund held by Secured Party.

Notwithstanding the foregoing, nothing in the foregoing shall be deemed to include or extend to: (i) any personal property or fixtures of the Debtor which are incapable of being encumbered as a matter of law or to the extent expressly prohibited by restrictions imposed in connection with Indebtedness expressly permitted hereunder, or (ii) Debtor's rights or interests in any trademarks, copyrights or patents or any license, contract or agreement to which Debtor is a party to the extent that the granting of a security interest would render such trademarks, copyrights or patents unenforceable or is prohibited by, or would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default thereunder.

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EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1:

THE SOUTH HALF OF LOT 4 AND LOTS 5, 6, 7, 8, 9, 10, 11, 12 AND THE NORTH 12 FEET OF LOT 13 IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST HALF OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE CROSS ACCESS AGREEMENT AND OPERATING AGREEMENT DATED MAY 17, 2000 AND RECORDED ON MAY 23, 2000 AS DOCUMENT 00371381.

Property Address: 308-326 South Wells Street, Chicago, Illinois

PINs: 17-16-228-011-0000; 17-16-227-012-0000; 17-16-500-017-0000