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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1504416036 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/13/2015 12:07 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 95948144 - 381770 Corporation Service Company 801 Adlai Stevenson Dr Springfield, IL 62703 Filed In: Illinois (Cook)

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 Vanilla Blue Delaware, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	350 North LaSalle, Suite 800	CITY Chicago	STATE IL	POSTAL CODE 60654 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 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 Swiss Re Life and Health America, Inc.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	c/o Quadrant Real Estate Advisors LLC, 12735 Morris Road, Suite 100	CITY Alpharetta	STATE CA	POSTAL CODE 30004 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
The Collateral, which relates to the real property described on Exhibit A attached hereto and made a part hereof, includes fixtures, chattel paper, accounts, general intangibles, goods, equipment, inventory, documents, instruments, and all products and proceeds of the foregoing as more particularly described on Exhibit B attached hereto and made a part hereof.
Debtor is the record owner of the real property.
Loan No. 160000770
File with the Recorder of Cook County, Illinois.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Poetry Garage-Swiss Re Loan No.160000770- Vanilla Blue-Cook County,IL 95948144	

9009

First American Title Order # 708781

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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 Vanilla Blue Delaware, L.L.C.	
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 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 Exhibit A attached hereto and incorporated herein by reference.

17. MISCELLANEOUS:

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Exhibit "A"

PARCEL 1:

THE EAST ½ OF LOT 2, ALL OF LOT 3 AND THE NORTH 130.00 FEET OF LOT 4 IN BLOCK 94 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:

LOTS 6, 7, AND 8 IN ASSESSOR'S DIVISION OF LOT 4 OF BLOCK 94 OF SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

- 17-16-202-003-0000 Vol. 511 (Affects part of Parcel 1)
- 17-16-202-004-0000 Vol. 511 (Affects part of Parcel 1)
- 17-16-202-005-0000 Vol. 511 (Affects the remainder of Parcel 1)
- 17-16-202-006-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-007-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-008-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-009-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-010-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-011-0000 Vol. 511 (Affects part of Parcel 2)
- 17-16-202-012-0000 Vol. 511 (Affects the remainder of Parcel 2)

Address: 201 West Madison Street, Chicago, IL *60601*

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EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY SECURITY

(a) Improvements. All buildings and other structures and improvements now or hereafter located on the real property described in Exhibit A attached hereto and incorporated herein (the "**Land**"), all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock evidencing the same, all machinery, equipment, appliances, furnishings, inventory, fixtures and other property used or usable in connection with the Land and the improvements thereon, including, but not limited to, all storage tanks and pipelines, all gas, electric, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment, which have been or may hereafter be attached or affixed in any manner to any building now or hereafter on the Land (the "**Improvements**");

(b) Rights of Way and Other Rights. All the rights, rights of way, easements, licenses, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, riparian rights, direct flow, ditch, reservoir, well and other water rights, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water stock, permit or otherwise, sewer rights, and all profits, privileges, tenements, hereditaments and appurtenances, and appurtenances, reversion or reversions, remainder or remainders of any nature whatsoever, in any way belonging, relating or pertaining to the Land and/or the Improvements (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Land and/or the Improvements or now or hereafter transferred to the Land and/or the Improvements), and any part thereof or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the same;

(c) Leases and Rents. The interest of the owner of the Land and Improvements in and to all leases, subleases, lettings, licenses, occupancy agreements and other agreements affecting the use or occupancy of the Land and Improvements or any part thereof now or hereafter entered into (including any such agreements entered into after filing by or against Debtor of a petition for relief under 11 U.S.C Section 101 et seq. (the "**Bankruptcy Code**"), as the same may be amended from time to time), and including, but not limited to, (i) all amendments, extensions, modifications, replacements or renewals thereof, (ii) any and all guaranties of any tenant's obligations under any provisions thereof, and (iii) any and all notes, lines of credit or other documents or instruments that evidence any financing by Debtor of any tenant improvements or other amounts related to such use or occupancy or lease obligations (such leases and other occupancy agreements as aforesaid, as the same may be amended, extended, modified or renewed, and together with the rights and interests set forth below in this paragraph are hereinafter referred to collectively as the "**Leases**" and individually as a "**Lease**") and absolutely and presently the right to receive and apply all rents, revenues, income, issues, cash collateral, royalties, benefits, advance rentals, security deposits, payments, cash and profits, earnings, warranties, receipts, profits, proceeds, and accounts receivable generated from the use and operation of the Land and Improvements and any of the collateral described in this Exhibit B to which Debtor may be entitled, whether now due, past due or to become due, including,

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without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Land is located, and including, without limitation, all payments under Leases or tenancies, proceeds of insurance, additional rents, lease termination fees, tenant security deposits and escrow funds paid or accruing before or after the filing by or against Debtor of a petition for relief under the Bankruptcy Code;

(d) Tangible Property. All existing and future goods and tangible personal property located on the Land or wherever located and used or usable in connection with the construction, use, operation or occupancy of the Land, Improvements or any of the collateral described in this Exhibit B, including, but not limited to, all appliances, machinery, apparatus, furniture and furnishings, fittings, materials, supplies, equipment and fixtures, and all building material, supplies, and equipment now or hereafter delivered to the Land, Improvements or any of the collateral described in this Exhibit B and installed or used or intended to be installed or used therein whether stored on the Land or elsewhere (other than property of tenants under any Lease of space in the Land and Improvements); and all renewals, additions or replacements thereof or articles in substitution thereof and all proceeds of the foregoing;

(e) General Intangibles. All general intangibles relating to design, development, construction, operation, management and use of any of the collateral described in this Exhibit B, including, but not limited to, (i) all names under which or by which the Land or Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the any of the collateral described in this Exhibit B, (ii) all permits, licenses, approvals, variances, certificates of occupancy, land use entitlements, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupancy or operation of the any of the collateral described in this Exhibit B, (iii) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Land or Improvements, (iv) all materials prepared for filing or filed with any governmental agency, (v) all rights under any contract in connection with the development, design, use, operation, management and construction of the Land or Improvements, and (vi) all warranties and guaranties relating to any of the collateral described in this Exhibit B;

(f) Contracts. All construction, service, engineering, consulting, leasing, architectural and other similar contracts of any nature, as such may be modified, amended or supplemented from time to time, concerning the design, construction, management, operation, occupancy, use, and/or disposition of any portion of any of the collateral described in this Exhibit B;

(g) Plans and Reports. All architectural drawings, plans, specifications, soil tests and reports, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of any of the collateral described in this Exhibit B;

(h) Sureties. All payment and performance bonds or guarantees and any and all modifications and extensions thereof relating to any of the collateral described in this Exhibit B;

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(i) Payments. All reserves, deferred payments, deposits, refunds, cost savings, letters of credit and payments of any kind relating to the design, development, construction, operation, occupancy, use and disposition of all or any portion of any of the collateral described in this Exhibit B, including, without limitation, any property tax rebates now owing or hereafter payable to Debtor;

(j) Claims. All awards, payments, proceeds and claims, including interest thereon, arising on account of any damage to or taking of any of the collateral described in this Exhibit B or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of any of the collateral described in this Exhibit B;

(k) Insurance. All policies of, and proceeds resulting from, insurance relating to any of the collateral described in this Exhibit B, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof;

(l) Deposits. All deposits made with or other security given to utility companies by Debtor with respect to any of the collateral described in this Exhibit B, and all advance payments of taxes or insurance premiums made by Debtor with respect thereto and claims or demands relating to insurance;

(m) Stock. All shares of stock or other evidence of ownership of any part of any of the collateral described in this Exhibit B that is owned by Debtor in common with others, including all water stock relating to any of the collateral described in this Exhibit B, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any of the collateral described in this Exhibit B;

(n) Tax Credits. All refunds, rebates or credits in connection with the reduction of taxes as a result of tax certiorari or any applications or proceedings for deduction;

(o) Intellectual Property. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records (including, but not limited to, recorded data of any kind or nature, regardless of the medium of recording, including software, writings, plans, specifications and schematics) and other general intangibles specific to or used in connection with the operation of the collateral described in this Exhibit B;

(p) Proceeds. All proceeds, whether cash, promissory notes, contract rights or otherwise, of the sale or other disposition of all or any part of the estate of Debtor upon the Land now or hereafter existing thereon;

(q) Sale Contracts. All sales contracts, escrow agreements and broker's agreements concerning the sale of any of the collateral described in this Exhibit B; and

(r) Other. All and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the collateral described in this Exhibit B or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.