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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 03/17/2015 01:55 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Judy Graybeal 404-815-6093**

B. E-MAIL CONTACT AT FILER (optional)  
**jgraybeal@kilpatricktownsend.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kilpatrick Townsend & Stockton LLP  
1100 Peachtree Street, Suite 2800  
Atlanta, Georgia 30309  
Attn: Capital Markets (JLG)**

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  
**LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION**

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

<b>325 W. Huron, Suite 600</b>	CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60654</b>	COUNTRY <b>USA</b>
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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  
**TOCU I LLC**

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

<b>650 Newport Center Drive</b>	CITY <b>Newport Beach</b>	STATE <b>CA</b>	POSTAL CODE <b>92660</b>	COUNTRY <b>USA</b>
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4. COLLATERAL: This financing statement covers the following collateral:  
**All of the collateral more particularly described in Schedule I attached hereto and incorporated herein by reference relating to the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.**

S yes  
P 6  
S N  
N N  
OC yes  
E yes  
INT pu

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:  
**File with the Recorder of Cook County, Illinois**

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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 <b>LAKE SHORE TOWERS COOPERATIVE BUILDING</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 11b) 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					
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,**

17. MISCELLANEOUS:

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**Schedule I to**  
**UCC-1 Financing Statement showing**  
**LAKE SHORE TOWERS COOPERATIVE BUILDING CORPORATION,**  
**an Illinois corporation, as Debtor**  
**and**  
**TOCU I LLC, a Delaware limited liability company, as Secured Party**

Debtor hereby grants a first priority security interest to Secured Party of all of Debtor's estate, right, title and interest in, to and under any and all of the following described property (the "*Mortgaged Property*"), whether owned by Debtor as of August 19, 1999 or thereafter acquired:

- (i) the premises described in Exhibit "A" hereto, including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in and to the strips and gores, streets, ways, alleys (including vacated streets, ways and alleys), passages, sewer rights, waters, water courses, water rights and powers adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired (the "*Premises*");
- (ii) all improvements, structures or buildings, and replacements and alterations thereof, to be erected or now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said improvements, structures or buildings (the "*Improvements*");
- (iii) all supplies, furniture, fixtures, fittings, appliances, apparatus, equipment, machinery, building materials, inventory and articles of personal property and replacements thereof, other than those owned or rented by service vendors or by lessees (including tenant-shareholders under proprietary leases) which may be removed by such lessee at the expiration of such lease, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Premises or the Improvements, together with any proceeds realized from the sale, transfer or conversion of any of the above (the "*Chattels*");
- (iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and any unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Debtor and real estate tax and assessment refunds and credits at any time accruing to the

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benefit of Debtor or the Mortgaged Property, even if relating to taxes and assessments payable for a period or periods prior to the date hereof;

- (v) all leases of the Premises or any part thereof (including, but not limited to, leases between Debtor and its tenants or tenant-shareholders, and any leases for commercial space in the Improvements) now or hereafter entered into and all right, title and interest of Debtor thereunder; and including, without limitation, Debtor's right, if any, to cash or securities deposited thereunder, whether or not same was deposited to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of an Event of Default (as defined in the Security Instrument [defined below]), to receive and collect the rents and other charges (including all impositions, assessments, occupancy charges, maintenance charges and other fees and charges payable by a tenant or tenant-shareholder of Debtor under a proprietary lease) thereunder (all of which leases are assigned to Secured Party as further security hereunder);
- (vi) any monies deposited by Debtor into one or more bank accounts, and any investments made by Debtor for the reserve fund or otherwise for the benefit of Debtor;
- (vii) all utility or municipal deposits made by or on behalf of Debtor or made in connection with the Premises;
- (viii) all plans, drawings, specifications, site plans, sketches, samples, contracts and agreements, however characterized from time to time, prepared for use in connection with the construction, repair, renovation or maintenance of the Improvements;
- (ix) all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, supply of any materials or the conduct of operations in and the management of the Premises, including, without limitation, construction contracts, architect agreements; management agreements, options and other agreements, however characterized, affecting the Premises and/or Improvements;
- (x) any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Premises and/or the Improvements and/or Chattels, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees; and

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- (xi) all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by or released to Debtor; or constructed, assembled or placed by Debtor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction; assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by Debtor, the same shall become subject to the lien of the Security Instrument as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

As used herein, the term "*Security Instrument*" shall mean that certain Mortgage and Security Agreement "A" (as the same may have been modified, amended or assigned), made as of August 19, 1999, by Debtor, for the benefit of NCB CAPITAL CORPORATION, recorded August 23, 1999 as Document No. 99801193, with the Recorder of Cook County, Illinois, as subsequently assigned to Secured Party.

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## EXHIBIT "A"

THAT PART OF LOT 9 IN CARSON AND CHEYRAUS' ADDITION TO CHICAGO, A SUBDIVISION OF BLOCK 1 IN THE EQUITABLE TRUST COMPANY'S SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 9 AND 215.2 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 9, AND LYING WEST OF A LINE ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED SEPTEMBER 7, 1906 IN CASE NO. 274470 (THE PORTION OF WHICH LINE AFFECTS THE PREMISES IN QUESTION BEING DESCRIBED IN SAID DECREE AND MADE A PART THEREOF AS COMMENCING AT A POINT ON THE NORTH LINE OF IRVING PARK AVENUE OR GRACELAND AVENUE 1115 FEET EAST OF THE THE EAST LINE OF CLARENDON AVENUE, AS MEASURED ALONG THE NORTH LINE OF IRVING PARK AVENUE, THENCE SOUTHEASTERLY IN A STRAIGHT LINE WHICH INTERSECTS THE NORTH LINE OF SHERIDAN ROAD AT A POINT 725 FEET EAST OF THE EAST LINE OF PINE GROVE AVENUE, AS MEASURED ALONG THE NORTH LINE OF SHERIDAN ROAD) IN COOK COUNTY, ILLINOIS.

PIN# 14-21-101-016-0000  
17-21-101-016-0000