

# UNOFFICIAL COPY



FIRST AMERICAN TITLE  
ORDER # 2619181

1/8/2



1511435030

Doc#: 1511435030 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/24/2015 08:48 AM 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)
<div style="border: 1px solid black; padding: 5px;"> <p>White and Williams LLP 1650 Market Street One Liberty Place Suite 1800 Philadelphia, Pennsylvania 19103-7395 Attn: Joan C. Rosoff Esquire</p> </div>

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					
PMG LS INVESTMENTS, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
935 W. CHESTNUT, UNIT 430		CHICAGO	IL	60642	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					
PRINCIPAL LIFE INSURANCE COMPANY					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
801 GRAND AVENUE		DES MOINES	IA	50392	USA

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

**ALL OF DEBTOR'S EXISTING AND FUTURE FIXTURES, EQUIPMENT, LEASES, SUBLEASES, RENTS AND OTHER PERSONAL PROPERTY INSTALLED IN, ATTACHED TO, SITUATED IN, RELATED TO OR OTHERWISE ARISING IN CONNECTION WITH THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, INCLUDING WITHOUT LIMITATION, AND TOGETHER WITH, ALL OF THE PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO.**

S  
P  
S  
SC  
INT

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 Delaware Secretary of State Recorded with Cook County Recorder of Deeds

# UNOFFICIAL COPY

**DEBTOR:**  
PMG LS INVESTMENTS, LLC  
935 W. Chestnut St., Unit 430,  
Chicago, IL 60642

**SECURED PARTY:**  
Principal Real Estate Investors, LLC  
801 Grand Avenue  
Des Moines, IA 50392-1360

## EXHIBIT A TO FINANCING STATEMENT

Loan No. 757528

Exhibit A to Uniform Commercial Code ("UCC") Financing Statement (Form UCC1) ("**Financing Statement**"), naming PMG LS INVESTMENTS, LLC, a Delaware limited liability company, as "**Debtor**", and PRINCIPAL LIFE INSURANCE COMPANY, as "**Secured Party**".

**LEGAL DESCRIPTION.** The Financing Statement includes the following described real property in which Debtor now or at any time hereafter has any interest in the City of Chicago, County of Cook, State of Illinois, described as follows:

**Parcel 1:**

Lots 22, 23, 24, 28, 29, 30, and 31 in Block 4 in C.E. Wooley's Subdivision of the 7.5 acres East and adjoining the West 17.5 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, and of Lots 19, 20 and 21 in Block 4 in Subdivision of 7.5 acres East and adjoining the West 10 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of the Milwaukee Plank Road, in Cook County, Illinois.

**Parcel 2:**

The Southeasterly 1 foot of Lot 20 and all of Lot 21, also that part of the 20 foot alley (now vacated) Northeasterly of and adjoining the said Southeasterly 1 foot of Lot 20 and all of Lot 21 and lying Southwesterly of the center line of said 20 foot alley and Westerly of the East line of Lot 46 extended South to its intersection with the Southeasterly line of said Lot 21 extended Northeasterly, all in Block 4 in C.E. Wooley's Subdivision of the 7.5 acres East and adjoining the West 17.5 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, and of Lots 19, 20 and 21 in Block 4 in Subdivision of 7.5 acres East and adjoining the West 10 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of the Milwaukee Plank Road, in Cook County, Illinois.

**Parcel 3:**

Lots 25 and 26 in Block 4 in C.E. Wooley's Subdivision of 7.5 acres East and adjoining the West 17.5 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, and of Lots 19, 20 and 21 in Block 4 of Subdivision of 7.5 acres East and adjoining the West 10 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of Milwaukee Plank Road, in Cook County, Illinois.

**Parcel 4:**

# UNOFFICIAL COPY

Lot 27 in Block 4 in C.E. Wooley's Subdivision of the 7.5 acres East and adjoining the West 17.5 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, and of Lots 19, 20 and 21 in Block 4 in Subdivision of 7.5 acres East of and adjoining the West 10 acres of the Northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of the Milwaukee Plank Road, in Cook County, Illinois.

PERMANENT INDEX #'s: 13-36-215-035-0000 Vol. 530;  
13-36-215-036-0000 Vol. 530; 13-36-215-037-0000 Vol. 530;  
13-36-215-038-0000 Vol. 530; 13-36-215-039-0000 Vol. 530;  
13-36-215-044-0000 Vol. 530

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**DEBTOR:**  
 PMG LS INVESTMENTS, LLC  
 935 W. Chestnut St., Unit 430,  
 Chicago, IL 60642

**SECURED PARTY:**  
 Principal Real Estate Investors, LLC  
 801 Grand Avenue  
 Des Moines, IA 50392-1360

## EXHIBIT B TO FINANCING STATEMENT

Loan No. 757528

### Collateral Description

Exhibit B to Uniform Commercial Code ("UCC") Financing Statement (Form UCC1) ("**Financing Statement**"), naming PMG LS INVESTMENTS, LLC, a Delaware limited liability company, as "**Debtor**", and PRINCIPAL LIFE INSURANCE COMPANY, as "**Secured Party**".

**COLLATERAL DESCRIPTION.** Debtor hereby grants to Secured Party a lien on and a security interest in all right, title and interest of the Debtor now owned or hereafter acquired in and to that certain real property located in the county of Cook, state of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**"), which Land, together with the following described property, rights and interests, is collectively referred to herein as the "**Premises**" and all of Debtor's estate, title and interest in the Premises;

1. **Leases and Rents.** All rights as lessor in and to all Lease(s) and all Rents, which are pledged and assigned absolutely and directly (and not merely collaterally). It is intended hereby to establish a present and complete transfer of all the Leases and all rights of the lessor thereunder and all the Rents unto Secured Party, subject to Section 1.2 of the Mortgage, with the right, but without the obligation, to collect all of said Rents, which may become due during the life of the Loan;
2. **Easements/Intangibles/Licenses.** All right, title and interest of Debtor, now or hereafter acquired, in and to all singular tenements, hereditaments, easements, appurtenances, passages, decreed or undecreed water rights, water courses, riparian rights, direct flow, ditch(es), reservoir, well, spring, seepage and pond rights and other types of water rights which are underlying, appurtenant to or customarily or historically used upon or associated with the Premises, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water or ditch stock, permit or otherwise, sewer rights, all rights to naturally occurring oil, gas, minerals, geothermal resources, timber and crops under, through, upon or appurtenant to the Premises, all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Premises, licenses, permits and contracts, and all other rights of any kind or character in any way now or hereafter appertaining to the Premises, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof and all right, title and interest of Debtor, now or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the Premises and all right, title and interest of Debtor, now owned or hereafter acquired, in, to, over and under the ways, streets, sidewalks and alleys adjoining the Premises;
3. **Improvements/Fixtures.** (i) Any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises which are not subject to

# UNOFFICIAL COPY

ground or "pad" leases; (ii) all right, title and interest of Debtor in and to any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises which are subject to ground or "pad" leases; (iii) all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected on the Premises, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, (iv) all improvements in which Debtor now or hereafter has any right, title and/or interest and attached to or contained in and used in connection with the Premises and appurtenances thereto; and (v) all items of furniture, furnishings, fixtures, machinery, engine, compressors, motors, elevators, pipes, pumps, tanks, fittings, conduit, wiring, radiators, awnings, shades, screens, all gas and electric fixtures, appliances (including without limitation, ranges, rangetops, ovens, stoves, cooking apparatus and appurtenances, dishwashers, refrigerators, trash compactors, microwaves, washers, dryers, and garbage disposals), water heaters, mirrors, mantels, carpeting and all other floor coverings, window coverings and treatments, cable television equipment, water softeners, storm shades, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning, lifting, cleaning, communications, fire prevention, fire extinguishing and sprinkler equipment and fixtures and appurtenances thereto, other equipment and personal property in which Debtor now or hereafter has any right, title and/or interest and used or useful in the operation of the Premises or otherwise related to the Premises (collectively the "**Personal Property**"); and all renewals or replacements of all of the aforesaid Personal Property or articles in substitution therefore, whether or not the same are or shall be attached to said buildings or improvements in any manner and regardless of where situated, used, usable, or intended to be used in connection with any present or future use or operation of or upon said Premises (the foregoing (i)-(v) collectively, the "**Improvements**");

4. Additional Security. All of Debtor's right, title and interest in and to all funds now or hereafter held by Secured Party under the Loan Agreement, any collection account or security deposit account required by Secured Party pursuant to the terms of the Loan Agreement, any property reserves agreement, escrow security agreement, any letter(s) of credit (and any proceeds derived from any letter(s) of credit) or under any of the terms hereof or of the Loan Documents and all of Debtor's payment intangibles, letter of credit rights, rights under interest rate cap agreements, tenant in common agreement rights, any and all tax and utility refunds or rebates related to the Premises (regardless of the time period in which they relate) and any contract rights of Debtor related in any manner to the ownership, operation, or management of the Premises, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof; and
5. Accounts/Proceeds/Awards. All of Debtor's right, title and interest in and to all funds, accounts and proceeds of any of the foregoing whether or not such funds, accounts or proceeds thereof are held by Secured Party under the terms of any of the Loan Documents, including, but not limited to bankruptcy claims of Debtor against any tenant at the Premises, and any proceeds thereof; all of Debtor's right, title and interest in and to all proceeds of any Rents, payments due under interest rate cap agreements, insurance proceeds from all insurance policies required to be maintained by Debtor under the Loan Documents, and all of Debtor's right, title and interest in and to all awards, decrees,

# UNOFFICIAL COPY

proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Debtor by reason of a Casualty or a Condemnation.

## DEFINITIONS

All capitalized terms not defined herein shall have the meaning set forth in that certain Construction Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated March 3<sup>rd</sup>, 2015 by Debtor for the benefit of Secured Party ) ("Mortgage").

Property of Cook County Clerk's Office