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1512819176

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1512819176 Fee: \$46.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 05/08/2015 04:08 PM Pg: 1 of 5

A NAME & PHONE OF CONTACT AT FILER (optional)
B E-MAIL CONTACT AT FILER (optional)
C SEND ACKNOWLEDGMENT TO: (Name and Address)
STEVEN F. GINSBERG GINSBERG JACOBS LLC 300 S. WACKER DR., UNIT 2750 CHICAGO, ILLINOIS 60606

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 BLUE ATLANTIC 53RD STREET, LLC				
OR				
1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 353 NORTH CLARK STREET, SUITE 730	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 CITIZENS BANK, NATIONAL ASSOCIATION				
OR				
3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 71 SOUTH WACKER DRIVE, SUITE IH2915	CITY CHICAGO	STATE IL	POSTAL CODE 60603	COUNTRY USA

4 COLLATERAL: This financing statement covers the following collateral:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
CITIZENS/BV-UNIVERSITY OF CHICAGO

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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

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) 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 B ATTACHED HERETO

17. MISCELLANEOUS:

Citizens/BV-University of Chicago

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Exhibit A

To

UCC Financing Statement

Debtor: Blue Atlantic 53rd Street, LLC

Secured Party: Citizens Bank, National Association

Debtor's leasehold interest in the land located in the City of Chicago, in the County of Cook, in the State of Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "*Land*").

TOGETHER WITH all right, title and interest of Mortgagor, in and to the Ground Lease Premises including any after-acquired title or reversion, in and to the ways, easements, reciprocal easement agreements, streets, alleys, passages, water, water courses, riparian rights, oil, gas and other mineral rights, gaps, gores, rights, hereditaments, liberties and privileges thereof, if any, and in any way appertaining to the Land;

TOGETHER WITH all right, title and interest which Mortgagor has or hereinafter may acquire in and to (a) the Ground Lease, including any options to purchase, extend or renew provided for the Ground Lease and any nondisturbance, attornment and recognition agreement benefiting Mortgagor with respect to the Ground Lease, together with all credits, deposits, privileges, rights, estates, title and interest of Mortgagor as tenant under the Ground Lease, and all books and records that contain records of payments of rent or security made under the Retail Leases and the Residential Leases, and any revenue derived from the Parking Component, (each as defined in the Ground Lease herein collectively referred to as the "*Leases*"), and all rents, issues, incomes and profits in any manner arising thereunder herein collectively referred as the "*Rents*"), and all right, title and interest which Borrower now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases.

TOGETHER WITH all rents, royalties, issues, proceeds and profits accruing and to accrue from the Ground Lease Premises (to the extent acquired by Mortgagor) as more particularly described in that certain Assignment of Leases and Rents of even date herewith (the "*Assignment*") from Mortgagor as Assignor to the Administrative Agent, for the benefit of the Lenders, as Assignee;

TOGETHER WITH all buildings and improvements of every kind and description now or hereafter erected or placed on the Land including, without limitation, all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Land, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Land, including, without limitation, all furniture, apparatus, machinery, equipment, motors, elevators, fittings, radiators, furnaces, stoves, microwave ovens, awnings, shades, screens, blinds, office equipment, trash and garbage removal equipment,

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carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, conveyor, security, sprinkler and other equipment, and all fixtures and appurtenances thereof; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to such improvements in any manner; it being intended that all the above-described property owned by Mortgagor and placed by Mortgagor on the Land shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, and security for the indebtedness of Mortgagor to the Administrative Agent and/or the Lenders hereinafter described and secured by this Mortgage, and as to the balance of the above-described property, this is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, in favor of the Administrative Agent, for the benefit of Lenders; all of the property described in this paragraph is hereinafter sometimes collectively called the "**Improvements**" (and, as used herein, the term "Improvements" includes the Improvements as that term is defined in the Ground Lease);

TOGETHER WITH any and all warranty claims, maintenance contracts and other contract rights, instruments, documents, chattel papers and general intangibles with respect to or arising from the Land, the Improvements and the balance of the Mortgaged Property, and all cash and non-cash proceeds and products thereof;

TOGETHER WITH all awards, damages and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary (a "**Taking**"), of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential damage and change in grade of streets (collectively, "**Taking Proceeds**"), and any and all refunds of impositions or other charges relating to the Mortgaged Property or the indebtedness secured by this Mortgage; and

All of the above being collectively referred to herein as the "**Mortgaged Property**".

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or around the time of this filing and made by Debtor to and in favor of Secured Party, that encumbers the Land (the "**Mortgage**").

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EXHIBIT A

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: LAKE PARK ASSOCIATES, INC., AN ILLINOIS CORPORATION, AS GROUND LESSOR, AND BLUE ATLANTIC 53RD STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS GROUND LESSEE, DATED MAY 13, 2013, AS AMENDED BY LETTER AGREEMENT DATED NOVEMBER 4, 2013, AND AS FURTHER AMENDED BY FIRST AMENDMENT TO GROUND LEASE DATED FEBRUARY 3, 2014, SECOND AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED FEBRUARY 28, 2014, THIRD AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED MARCH 13, 2014, FOURTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED MARCH 24, 2014, FIFTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED ON OR ABOUT APRIL 4, 2014, SIXTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED ON OR ABOUT APRIL 9, 2014, SEVENTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED ON OR ABOUT APRIL 24, 2014, EIGHTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED MAY 1, 2014, NINTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED MAY 8, 2014, TENTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED DECEMBER 30, 2014 AND ELEVENTH AMENDMENT TO PRECONSTRUCTION DEVELOPMENT AGREEMENT AND GROUND LEASE DATED MAY 5, 2015 WHICH MEMORANDUM OF GROUND LEASE WAS RECORDED AS DOCUMENT NO. 1512819171 AND THE SUPPLEMENT TO LEASE AND MEMORANDUM OF GROUND LEASE RECORDED AS DOCUMENT NO. 1512819173, WHICH GROUND LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS COMMENCING ON THE COMMENCEMENT DATE (AS DEFINED THEREIN) AND ENDING 65 YEARS AFTER THE RENT COMMENCEMENT (AS DEFINED THEREIN) AS SUCH TERM MAY BE RENEWED OR EXTENDED IN ACCORDANCE WITH THE TERMS OF THE GROUND LEASE AND THE BUILDINGS AND IMPROVEMENTS THAT ARE LOCATED OR ARE TO BE LOCATED, OR ARE AT ANY TIME BEING CONSTRUCTED ON THE LAND AND WHICH CONSTITUTE "TENANT LEASEHOLD IMPROVEMENTS".

THE LAND:

LOTS 8, 9, 10, 11, 12 AND 13 AND THE EAST 20 FEET OF LOT 14 IN C.M. CADY'S SUBDIVISION OF BLOCK 24 IN KIMBARK'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

PROPERTY ADDRESS: 1330 EAST 53RD STREET, CHICAGO, ILLINOIS 60615

PINS: 20-11-408-032-0000, 20-11-408-033-0000 AND 20-11-408-058-0000