

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc#: 1519613059 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/15/2015 01:39 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
 Attn: Patricia Herndon

ILY

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 XT PROPERTIES, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 2901 S. KING DRIVE, #1217			CITY CHICAGO	STATE IL	POSTAL CODE 60616	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 THE CHICAGO COMMUNITY LOAN FUND						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 29 EAST MADISON STREET, SUITE 1700			CITY CHICAGO	STATE IL	POSTAL CODE 60602	COUNTRY USA

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

ALL OF THE PROPERTY OF THE DEBTOR DESCRIBED ON EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. EXHIBIT A ATTACHED HERETO CONSISTS OF FIVE PAGES.

Box 400

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 Transacting 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/Ballor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILED WITH: COOK COUNTY, ILLINOIS---RECORDER'S OFFICE

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

CCRD REVIEWER *[Signature]*

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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

XT PROPERTIES, LLC

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 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:

---REFER TO SCHEDULE I TO EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. ---

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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Schedule 1

to

UCC Financing Statement

Debtor: XT PROPERTIES, LLC
2901 S. King Drive, #1217
Chicago, Illinois 60616

Secured Party: THE CHICAGO COMMUNITY LOAN FUND
29 East Madison Street, Suite 1700
Chicago, Illinois 60602

This Financing Statement covers the following types (or items) of property under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as June 24, 2015 (the "**Mortgage**") from Debtor to Secured Party:

The real estate situated in Cook County, Illinois legally described on Exhibit A attached hereto and incorporated herein (the "**Real Estate**"); and the leases, rents, profits and proceeds of the Real Estate and upon certain personal property hereinafter described located in or on or used in connection with the Real Estate;

TOGETHER WITH all estates, claims, demands, right, title and interest that the Debtor may now have or hereafter acquire in and to any land or vaults lying within the right-of-way of or occupied by any street, alley, passage, avenue, highway or other way (whether open or proposed, vacated or otherwise), sidewalks, alleys, public places or any other strips or gores of land adjacent to, adjoining or used in connection with the Real Estate; all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures, appurtenances and all other rights and privileges thereunto belonging or appertaining, including all easements, rights-of-way and rights used in connection therewith or as a means of access thereto; all tenements, hereditaments and appurtenances thereof and thereto; all developmental rights, air rights, water, water rights and shares of stock evidencing the same, including homestead and any other claim at law or in equity (collectively, the "**Appurtenant Rights**");

TOGETHER WITH all right, title and interest that the Debtor may now have or hereafter acquire in and to all buildings and improvements now or hereafter erected on the Real Estate, including, without limitation, all landscaped and recreation areas and all on-site paved parking areas; all fixtures, attachments, appliances, equipment, machinery and other articles attached to and forming a part of said buildings and improvements, including without limitation all apparatus, machinery, equipment, and appliances of the Debtor now or hereafter therein or thereon used to supply heat (whether single units or centrally controlled), gas, air conditioning (whether single units or centrally controlled), water, light, power, ventilation, and refrigeration and to treat or dispose of refuse or waste; and all screens, window shades, blinds, storm doors and windows, floor coverings, and awnings (collectively, the "**Improvements**");

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TOGETHER WITH all right, title and interest that the Debtor may now have or hereafter acquire in and to all apparatus, machinery, equipment, and appliances of the Debtor, used or useful for or in connection with the maintenance and operation of the Real Estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; all items of furniture, furnishings, equipment, and personal property used or useful in the operation of the Real Estate; all building materials and equipment located on the Real Estate and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements, whether or not yet incorporated in the Improvements; and all replacements and substitutes for the foregoing regardless of whether any of the foregoing is or shall be in, on or attached to the Real Estate (collectively, the "**Personal Property**");

TOGETHER WITH all right, title and interest of the Debtor in and to all options to purchase or lease the Real Estate, the Improvements or any portion thereof or interest therein, and any greater estate in the Real Estate owned or hereafter acquired (collectively, the "**Options**");

TOGETHER WITH all interests, estates or other claims, whether at law or in equity, which the Debtor now has or may hereafter acquire in the Real Estate, the Improvements, the Personal Property or the Options;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, which the Debtor now has or may hereafter acquire, including claims or demands with respect to the proceeds of insurance in effect with respect to the Mortgaged Property (as defined in the Mortgage) and any and all awards, claims for damages, judgments, settlements and any other compensation made for or as a result of the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages (collectively, the "**Proceeds**");

TOGETHER WITH all the rents, issues and profits of the Real Estate and any and all present and future leases or other agreements relative to the use or occupancy of the Real Estate and all rents, issues, profits, revenues, royalties, bonuses, rights, and benefits due, payable or accruing (including all deposits of money made as advance rent or for security) under such leases or agreements, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of a similar nature, together with the right, but not the obligation, to collect, receive, and receipt for all such rents or revenues and apply them to the indebtedness secured hereby and to demand, sue for and recover the same when due or payable (collectively, the "**Rents**");

TOGETHER WITH all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements; all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money for services rendered, for property sold, for money lent or for advances or deposits made; and any other intangible property of the Debtor related to the Real Estate, the Appurtenant Rights, the Improvements or the Personal Property (collectively, the "**Intangibles**");

TOGETHER WITH all rights of the Debtor to all construction contracts, subcontracts, architectural contracts, engineering contracts, all agreements with other design and building professionals involved in the construction of any improvements constituting any part of the

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Mortgaged Property, service contracts, maintenance contracts, management contracts, construction and other governmental consents, permits and licenses, payment and performance bonds, soil tests, surveys, plats, site plans, plans, specifications, designs, drawings and other matters prepared for any construction on the Real Estate or the Improvements, and all amendments, modifications, supplements and addenda thereto, together with the proceeds of all of the foregoing (collectively, the “Plans”);

TOGETHER WITH all rights of the Debtor under any agreement, contract, understanding or arrangement pursuant to which the Debtor has, with the consent of the Secured Party, obtained the agreement of any person to pay or disburse any money for Debtor’s sale (or borrowing on the security) of the Mortgaged Property or any part thereof or pursuant to which any goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Real Estate or Improvements (collectively, the “Contract Rights”); and TOGETHER WITH all other property or rights of the Debtor of any kind or character, including any permits and governmental approvals or soil reports related to the Real Estate or the Improvements, and all proceeds and products of the foregoing (the Real Estate, Improvements, Personal Property, Options, Proceeds, Rents, Intangibles, Plans, Contract Rights and all interests therein, which are mortgaged to the Secured Party, are collectively referred to as the “Mortgaged Property” or the “Collateral”)

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Mortgage. The Mortgage is available for review upon request.

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EXHIBIT A
 TO
 SCHEDULE 1
 LEGAL DESCRIPTION OF THE REAL ESTATE

Parcel 1:

LOT 5 AND THE NORTH 1/2 OF LOT 6 IN SUB-BLOCK 3 IN THE SUBDIVISION OF THE NORTH 1/2 AND THE SOUTHEAST 1/4 OF BLOCK 3 IN BROOKLINE, SAID BROOKLINE BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7422 S. Eberhart, Chicago, IL 60619
 Permanent Tax Index Number:
 20-27-225-041-0000

Parcel 2:

LOT 5 IN EDWARD A. BERN'S SUBDIVISION OF LOT 10 IN BLOCK 3 IN WILLIAM FLEMMING'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH ALL THAT PART OF LOT "A" IN WAKEFORD SEVENTH ADDITION LYING WEST OF AN ADJOINING SAID LOT 10 IN COOK COUNTY, ILLINOIS.

6926 S. Michigan, Chicago, IL 60637
 Permanent Tax Index Number:
 20-22-307-028-0000

Parcel 3:

LOT 1 (EXCEPT SOUTH 27 FEET THEREOF) IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 IN HELM AND HAWES SUBDIVISION OF THE NORTH 15 ACRES OF THE SOUTH 45 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7442 S. Langley Avenue, Chicago, IL 60619
 Permanent Tax Index Number:
 20-27-229-030-0000

Parcel 4:

THE SOUTH 8 FEET 3 INCHES OF LOT 5 AND ALL OF LOT 6 IN BLOCK 6 D. B. SCULLY'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Tax Index Number:

20-27-419-022-0000

7700 St. Lawrence, Chicago, IL 60619

Parcel 5:

THE SOUTH 1/2 OF LOT 6 IN BLOCK 5 IN LANCASTER SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7212 S. Indiana, Chicago, IL 60619

Permanent Tax Index Number:

20-27-108-023-0000

Property of Cook County Clerk's Office