

# UNOFFICIAL COPY

Doc#: 1524457158 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/01/2015 11:18 AM Pg: 1 of 8

8/3  
7/31/14

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
BRIAN J. IWASHYNA, ESQUIRE TROUTMAN SANDERS LLP POST OFFICE BOX 1122 RICHMOND VIRGINIA 23218

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)

OR	1a. ORGANIZATION'S NAME <b>WATERTON LAURELS INVESTORS, L.L.C.</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30 SOUTH WACKER DRIVE, SUITE 3600	CHICAGO	IL	60606	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)

OR	2a. ORGANIZATION'S NAME <b>WATERTON LAURELS EXCHANGE, LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
30 SOUTH WACKER DRIVE, SUITE 3600	CHICAGO	IL	60606	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>FANNIE MAE</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
C/O WELLS FARGO BANK, NATIONAL ASSOCIATION, 2010 CORPORATE RIDGE, SUITE 1000	MCLEAN	VA	22102	USA

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

DEBTOR'S INTEREST IN ALL PROPERTY LOCATED ON OR USED OR ACQUIRED IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE REAL ESTATE DESCRIBED IN THE ATTACHED EXHIBIT A, INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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:

LAURELS OF WILLOW HILL (LOCAL)

International Association of Commercial Administrators (IACA)

**UNOFFICIAL COPY****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

**WATERTON LAURELS INVESTORS, 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) 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

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**2010 CORPORATE RIDGE, SUITE 1000**

CITY

**MCLEAN**

STATE

**VA**

POSTAL CODE

**22102**

COUNTRY

**USA**

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 application)

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 made a part hereof.

17. MISCELLANEOUS:

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## SCHEDULE A

**DEBTOR:** **WATERTON LAURELS INVESTORS, L.L.C.**  
 30 SOUTH WACKER DRIVE, SUITE 3600  
 CHICAGO, ILLINOIS 60606

**WATERTON LAURELS EXCHANGE, LLC**  
 30 SOUTH WACKER DRIVE, SUITE 3600  
 CHICAGO, ILLINOIS 60606

**SECURED PARTY:** **WELLS FARGO BANK, NATIONAL ASSOCIATION**  
 2010 CORPORATE RIDGE, SUITE 1000  
 MCLEAN, VIRGINIA 22102

This financing statement covers the following types (or items) of property (the "Collateral Property"):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "Goods");

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "Fixtures") under the laws of the jurisdiction in which the Property is located (the "Property Jurisdiction");

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## 4. **Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the "**Personalty**");

## 5. **Other Rights.**

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "**Other Rights**");

## 6. **Insurance Proceeds.**

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements (the "**Insurance Proceeds**");

## 7. **Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "**Awards**");

## 8. **Contracts.**

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "**Contracts**");

## 9. **Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources,

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including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "Rents");

## 10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

## 11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

## 12. Imposition Deposits.

Deposits held by the Secured Party (the "Imposition Deposits") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

## 13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

## 14. Tenant Security Deposits.

All tenant security deposits;

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## 15. Names.

All names under or by which the Property or any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

## 16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

## 17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds"); and

## 18. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A**  
**TO**  
**UCC SCHEDULE A**

**DESCRIPTION OF THE PROPERTY**

(Laurels of Willow Hill)

Real property in the Village of Justice, County of Cook, State of Illinois, BEING all that lot or parcel of land, with improvements thereon and appurtenances thereto, which is described as follows:

THE SOUTH 1600.0 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THE WEST 521.78 FEET THEREOF; AND EXCEPT THEREFROM THE EAST 50.00 FEET OF THE WEST 571.78 FEET OF THE SOUTH 700.00 FEET THEREOF; AND EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 AND A LINE 1600.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE WEST ON SAID LINE 1600.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 235.00 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, 175.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ON THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, 175.00 FEET TO A POINT OF BEGINNING; AND EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 1600.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 AND A LINE 521.78 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE EAST ON SAID LINE 1600.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, A DISTANCE OF 450.00 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE TO A POINT ON SAID LINE 521.78 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 SAID POINT BEING 210.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH ON SAID LINE 521.78 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPT THE SOUTH 50.00 FEET OF THE LAND AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JANUARY 20, 1966 AND RECORDED MARCH 9, 1966 AS DOCUMENT 19761842.

AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, 175.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH 1600.00 FEET OF THE WEST 1/2 OF THE SAID SOUTHWEST 1/4; THENCE SOUTH 0 DEGREES 3 MINUTES 8 SECONDS EAST ON SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4, 59.69 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 52 SECONDS WEST, 23 00 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 52.00 FEET AND A CHORD BEARING OF NORTH 26 DEGREES 39 MINUTES 42.50 SECONDS WEST, A DISTANCE OF

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48.30 FEET TO A POINT OF TANGENCY; THENCE NORTH 53 DEGREES 16 MINUTES 17 SECONDS WEST, 40.85 FEET; THENCE NORTH 36 DEGREES 43 MINUTES 43 SECONDS EAST 12.33 FEET; THENCE NORTH 53 DEGREES 21 MINUTES 28 SECONDS WEST 185.41 FEET TO A POINT OF CURVE; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTH HAVING A RADIUS OF 104.42 FEET AND A CHORD BEARING OF NORTH 83 DEGREES 34 MINUTES 44 SECONDS WEST, A DISTANCE OF 110.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66 DEGREES 12 MINUTES 01 SECONDS WEST 449.21 FEET; THENCE SOUTH 49 DEGREES 38 MINUTES 16 SECONDS WEST 9.15 FEET; THENCE SOUTH 23 DEGREES 48 MINUTES 44 SECONDS EAST, 8.94 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 82.15 AND A CHORD BEARING OF SOUTH 33 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 94.90 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 23.00 FEET TO THE EAST LINE OF THE WEST 521.78 FEET OF AFORESAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE EAST LINE OF THE WEST 521.78 FEET OF SAID SOUTHWEST 1/4, 97.69 FEET; THENCE NORTHEASTERLY 496.56 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 1600.00 FEET OF AFORESAID SOUTHWEST 1/4 A DISTANCE OF 450.00 FEET EAST OF THE EAST LINE OF THE WEST 521.78 FEET OF SAID SOUTHWEST 1/4; THENCE EAST ALONG THE SAID NORTH LINE OF THE SOUTH 1600.00 FEET OF AFORESAID SOUTHWEST 1/4 A DISTANCE OF 123.23 FEET TO A POINT 235.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE SOUTHEAST 293.56 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINs 18-35-302-005-0000; 18-35-302-009-0000

Commonly known as: 8712 S. 87th Terrace, Justice, Illinois 60458-2044 and also known as 8659 87th Street, Justice, Illinois 60458-2044