

UNOFFICIAL COPY



Doc#: 1526510068 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/22/2015 01:00 PM Pg: 1 of 8

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)
Ronald A. Kriss, Esq. Stroock & Stroock & Lavan LLP 200 S. Biscayne Blvd., Suite 3100 Miami, FL 33131

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 MT CLARK MONROE LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
181 W. Madison Street, Suite 4700		CITY Chicago	STATE IL	POSTAL CODE 60602
			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 INTEGRATED CLARK MONROE LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
181 W. Madison Street, Suite 4700		CITY Chicago	STATE IL	POSTAL CODE 60602
			COUNTRY USA	

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

SEE SCHEDULE A ANNEXED 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:
COOK COUNTY RECORDER (MORTGAGE)

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

MT CLARK MONROE 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:

SEE EXHIBIT A ANNEXED HERETO AND MADE A PART HEREOF.

17. MISCELLANEOUS:

UNOFFICIAL COPY

SCHEDULE A

All of the Debtor's right, title and interest in, to and under the following-described property (collectively, the "Collateral"):

- (a) all Accounts and Reserves;
- (b) all Contracts;
- (c) all General Intangibles;
- (d) all Leases;
- (e) all Licenses and Permits;
- (f) all Personal Property;
- (g) all Rents and Profits;
- (h) all Insurance and Other Proceeds;
- (i) any other or greater rights and interests of every nature in the Project or any of the other Collateral and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor;
- (j) all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the property described hereinabove; and
- (k) any and all other rights of Debtor in and to the items set forth in clauses (a) through (j) above.

Capitalized terms not otherwise defined herein shall have the respective meanings given to such terms set forth below.

"Accounts and Reserves" means all funds (including, all reserve funds), accounts (including, operating accounts), deposits, and other rights and evidence of rights to cash, now or hereafter created or held by Debtor or by the Hotel Manager for the benefit of Debtor, including without limitation all present and future reserves for replacements and upgrades to the Project located on the real property described in Exhibit A hereto or the Personal Property therein, all present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Project, and all present and future security deposits under any Leases.

"Contracts" means all contracts and agreements (including any license or franchise agreements) now or hereafter entered into relating to any part of the Project and all revenue, income and other benefits thereof, including, without limitation, the Hotel Management

UNOFFICIAL COPY

Agreement or other management agreements in effect from time to time, operating agreements, parking agreements, master plan documents, condominium documents, declarations, reciprocal easement agreements, development agreements, service contracts, maintenance contracts, equipment leases, personal property leases, agreements relating to collection of receivables or the use of customer or tenant lists or other information, any contracts or documents relating to construction on any part of the Project (including, without limitation, plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Project, and all present and future warranties and guaranties relating to the Project or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on or within the Project.

“Franchise Agreement” means that certain Hyatt Hotel Franchise Agreement by and between Secured Party and the Franchisor, dated July 3, 2013, as amended, modified or extended.

“Franchisor” means Hyatt Franchising L.L.C., a Delaware limited liability company.

“General Intangibles” means all present and future funds, goods, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, reservation systems, copyrights, trademarks, trade names, intellectual property rights, servicemarks and symbols) now or hereafter used in connection with any part of the Project, all names by which the Project may be operated or known, subject, in all respects, to the express terms of the Franchise Agreement, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Project and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Project, and all customer or tenant lists, other lists and business information relating in any way to the Project or the use thereof.

“Hotel Management Agreement” means that certain Hotel Management Agreement by and between Secured Party and Hotel Manager, dated as of October 1, 2013, as assigned to and assumed by Debtor pursuant to that certain Assignment of Management Agreement, Consent and Agreement of Manager dated as of October 1, 2013, by and among Secured Party, Debtor and Hotel Manager, and as otherwise amended, modified, or extended, or any replacement hotel management agreement for the Project that may be entered into from time to time.

“Hotel Manager” means Interstate Management Company, LLC., a Delaware limited liability company, or any other hotel management company engaged from time to time to manage the Project.

“Insurance and Other Proceeds” means:

(a) all insurance policies or binders now or hereafter relating to and to the extent of the Project (whether or not Debtor is required to carry such insurance under the Master Lease), including, without limitation, any unearned premiums thereon, proceeds of hazard, title and other insurance and proceeds (including, without limitation, those proceeds received pursuant to any

UNOFFICIAL COPY

sales or rental agreements of Debtor in respect of any of the other Collateral), and all judgments, damages, awards, settlements and compensation (including, without limitation, interest thereon) heretofore or hereafter made to the present and all subsequent owners of any interests in the Project and/or any other property or rights constituting a part of the Collateral hereunder for any injury to or decrease in the value thereof for any reason; and

(b) all proceeds, products, substitutions, and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation or other awards, any awards for any change of grade of streets and all refunds, rights or credits arising from a reduction in real estate taxes, assessments and/or other Impositions charged against the Project as a result of tax certiorari or any other applications or proceedings for reduction of any Impositions (as defined in the Master Lease).

“Leases” means all leases, subleases, lettings, licenses, concessions, occupancy and surrender agreements of the Project or any part thereof now or hereafter entered into, and all estates, rights, titles, liberties, privileges, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Project or any part thereof, or which shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor including, without limitation, the Restaurant Sublease and the Rooftop Sublease.

“Licenses and Permits” means, to the extent legally assignable, all water taps, sewer taps, certificates of occupancy, permits (including any building permits and approvals), licenses (including liquor licenses, hotel or innkeeper’s licenses and licenses to use trade names), franchises (including the Franchise Agreement), certificates, consents, approvals and other rights and privileges now or hereafter obtained by or on behalf of Debtor in connection with the Project or its operation and all present.

“Master Lease” that certain Master Lease dated as of November 27, 2013, as amended between Secured Party, as master landlord, and Debtor, as master tenant.

“Personal Property” means, to the extent the same are not deemed improvements to real property as part of the Project, all fixtures, appliances, machinery, furniture, furnishings, decorations, tools and supplies, now owned or hereafter acquired or leased by Debtor, including, without limitation, radios, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, restaurant and kitchen equipment, and all building materials and equipment hereafter situated on or about the Project to be attached to or used in or in connection with the Improvements, including, without limitation, all heating, lighting, incinerating, waste removal and power equipment and fixtures, engines, pipes, tanks, motors, conduits, switchboards, security and alarm systems, plumbing, lifting, cleaning, fire prevention and fire extinguishing apparatus, refrigeration systems, washing machines, dryers, stoves, ranges, refrigerators, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts and compressors, materials and supplies, beds, bureaus, chiffoniers, chests, chairs, desks, mirrors, bookcases, tables, rugs, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage

UNOFFICIAL COPY

racks, stools, sofas, chinaware, linens, pillows, blankets, food carts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, fittings, plants, apparatus, laundry machines, engines, dynamos, motors, boilers, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, and other customary hotel equipment and all other goods, equipment, machinery, apparatus, chattels, tangible personal property, fixtures and fittings now owned or hereafter acquired by Debtor wherever located, together with all additions, replacements, substitutions, parts, fittings, accessions, attachments, accessories, modifications and alterations of any of the foregoing, and all warranties and guaranties relating to the foregoing.

“Project” means that certain land and certain buildings and improvements located thereon, located at 100 West Monroe Street, Chicago, Illinois 60644, as more particularly described in Exhibit A attached hereto.

“Rents and Profits” means all rights, title, and interests of Debtor in and to all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), maintenance payments, assessments, receipts, issues, income, royalties, profits, earnings, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Debtor in any court proceeding involving any tenant, subtenant, lessee, licensee or concessionaire under any Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time arising from the use or enjoyment of all or any portion of the Project or from any Lease, or any license, concession, occupancy agreement or other agreement pertaining thereto or arising from any of the Contracts or any of the General Intangibles, including, without limitation, (i) rights to payment earned under Leases for space in the Project for the operation of ongoing businesses, if any, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Project, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from vending machines, telephone and television systems, laundry facilities, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any agent, operator or manager of the Project or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, Debtor’s right and interest in health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance, and the provision or sale of other goods and services, including those

UNOFFICIAL COPY

now existing or hereafter created, substitutions therefor, and proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) (collectively, the and all cash or securities deposited to secure performance by the tenants, subtenants, lessees or licensees, as applicable, of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms.

“Restaurant Sublease” means that certain Sublease dated as of November 27, 2013 between MT Clark Monroe LLC, an Illinois limited liability company, as sublandlord, and 100 Monroe Restaurant LLC, an Illinois limited liability company, as subtenant, as amended from time to time.

“Rooftop Sublease” means that certain Sublease dated as of November 27, 2013 between MT Clark Monroe LLC, an Illinois limited liability company, as sublandlord, and 100 Monroe Rooftop LLC, an Illinois limited liability company, as subtenant, as amended from time to time.

UNOFFICIAL COPY

EXHIBIT A

REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PART OF LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 154 FEET THEREOF; AND

PARCEL 2:

THAT PART OF ORIGINAL LOT 5 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 111 FEET SOUTH OF THE NORTH EAST CORNER THEREOF; THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5, 111 FEET SOUTH OF THE NORTH LINE OF SAID LOT THENCE SOUTH 43 FEET ALONG THE WEST LINE OF SAID LOT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT TO THE WEST LINE OF CLARK STREET, BEING THE EAST LINE OF SAID LOT; THENCE NORTH ALONG THE WEST LINE OF SAID CLARK STREET 43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCELS 1 AND 2 ARE ALSO KNOWN AS:

LOTS 19 AND 20 IN ASSESSOR'S DIVISION OF BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 100 West Monroe Street, Chicago, Illinois 60603

Permanent Index Nos: 17-16-204-022-0000 and 17-16-204-023-0000