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Doc#: 1528829010 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/15/2015 09:55 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)
MUFG Union Bank, N.A. c/o Schiff Hardin LLP 666 Fifth Avenue, 17th Floor New York, New York 10103 Attention: Graham R. Hone, Esq.

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 S BHBB PropCo, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
c/o Samsung SRA Asset Management, 19F, Samsung Life Insurance Bldg., 55, Sejong Blvd.	Seoul			100-716
				Korea

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

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 MUFG Union Bank, N.A., as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
230 Park Avenue	New York		NY	10169
				USA

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

See Rider 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:
42959-0041 (File with Cook County, Illinois)

897702 LA 5/8
120747

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 S BHBB Prop Co, 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 Schedule A to Rider.

17. MISCELLANEOUS:

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Name of Debtor: S BHBB PropCo, LLC

"RIDER"

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

1. The premises described in Schedule A attached hereto (the "Premises") including all of the easements, rights, privileges and appurtenances (including air or development rights) thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired, and as used herein shall, unless the context otherwise requires, be deemed to include the improvements (as hereinafter defined);

2. All structures or buildings, and replacements thereof, now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings (collectively, the "Improvements");

3. All fixtures, furnishings, fittings, appliances, apparatus, equipment, building materials and components, machinery, boilers, oil burners, power systems, heating, ventilating and air conditioning systems, elevators, and all other chattels and articles of personal property, of whatever kind or nature, and any additions thereto and any replacements, proceeds or products thereof (other than those owned by lessees or any property manager, or those claiming under or through lessees or leased by lessees from parties other than Debtor) now or at any time hereafter intended to be or actually affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, development, occupancy or operation of the Premises, and whether located on or off the Premises (collectively, the "Chattels");

4. All reciprocal easement or operating agreements, declarations, development agreements, developer's or utility agreements, and any similar such agreements or declarations now or hereafter affecting the Premises or any part thereof (collectively, the "Premises Documents");

5. All rents, royalties, issues, profits, revenue, income, recoveries, reimbursements and other benefits of the Collateral and all leases of the Collateral or portions thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, and including any guaranties of such leases and any

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Name of Debtor: S BHBB PropCo, LLC

lease cancellation, surrender or termination fees in respect thereof, all subject, however, to the provisions of Section 3.01 of the Mortgage (as hereinafter defined);

6. All (a) development work product prepared in connection with the Premises, including, but not limited to, engineering, drainage, traffic, soil and other studies and tests; water, sewer, gas, electrical and telephone approvals, taps and connections; surveys, drawings, plans and specifications; and subdivision, zoning and platting materials; (b) building and other permits, rights, licenses and approvals relating to the Premises; (c) contracts and agreements (including, without limitation, contracts with architects and engineers, construction contracts and contracts for the maintenance, management or leasing of the Premises), contract rights, logos, trademarks, trade names, copyrights and other general intangibles used or useful in connection with the ownership, operation or occupancy of the Premises or any part thereof excluding the name "Hines" or any derivative thereof; (d) financing commitments (debt or equity) issued to Debtor in respect of the Premises and all deposits and other amounts payable to Debtor thereunder; (e) contracts for the sale of all or any portion of the Premises, the Improvements or the Chattels, and all deposits and other amounts payable by the purchasers thereunder; (f) operating and other bank accounts, and monies therein, of Debtor relating to the Premises, including, without limitation, any accounts relating to real estate taxes or assessments; (g) interest rate protection agreements entered into by Debtor in respect of the Loan, whether pursuant to the Loan Agreement or otherwise; (h) commercial tort claims related to the Premises, the Improvements or the Chattels; and (i) any hedging products and other interest protection contracts;

7. Promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles, and general intangibles related to the Premises, as the terms "accounts", "general intangibles", and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time;

8. All other assets of Debtor related in any way to the Premises, subject to certain limitations that may be set forth herein; and

9. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments.

As used herein, the following terms shall have the meanings herein specified:

"Lenders" means, collectively, MUFG Union Bank, N.A. and such other lending institutions who become "Lenders" pursuant to the Loan Agreement, together with their successors and permitted assigns in accordance with the terms of the Loan Agreement.

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Name of Debtor: S BHBB PropCo, LLC

"Loan" means the loan made by Lenders to Debtor pursuant to the Loan Agreement and secured by the Mortgage.

"Loan Agreement" means that certain Loan Agreement dated as of October 13, 2015 among Debtor, as borrower, MUFG Union Bank, N.A., as lender, and Secured Party, as the same may hereafter be amended, modified or supplemented from time to time.

"Mortgage" means that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 13, 2015 made by the Debtor to Secured Party, as the same may hereafter be amended, modified or supplemented from time to time.

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Name of Debtor: S BHBB PropCo, LLC

SCHEDULE A

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Chicago, Cook County, State of Illinois, bounded and described as follows:

Lots 1, 2, 3 and 4 in Block 117 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 111 West Monroe Street, Chicago, Illinois and 115 South LaSalle Street, Chicago, Illinois.

Real Estate Index Numbers: 17-16-211-001
17-16-211-002
17-16-211-003
17-16-211-004
17-16-211-007
17-16-211-008
17-16-211-010