

# UNOFFICIAL COPY



Doc#: 1529322040 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/20/2015 10:13 AM Pg: 1 of 7

When recorded return to:

Fidelity National Title - NCS DIV  
Attn.: Kelli Vos  
One East Washington Street Suite 450  
Phoenix, AZ. 85004  
602-343-7572

Escrow No. Z1519994

5252-1500460

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE  
RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

UCC-Financing Statement

RECEIVED 7

**UNOFFICIAL COPY****UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Frederick C. C. Boyd, III, Esq. 404/233-7000</b>
B. E-MAIL CONTACT AT FILER (optional) <b>fcbo@mmmlaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Frederick C.C. Boyd, III, Esq. Morris Manning &amp; Martin, LLP 1600 Atlanta Financial Center 3343 Peachtree Road, NE Atlanta, GA 30226</b>

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 <b>FQSR, LLC</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS <b>8900 Indian Creek Parkway, Suite 100</b>	CITY <b>Overland Park</b>	STATE <b>KS</b>	POSTAL CODE <b>66210</b>
			COUNTRY <b>USA</b>

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME			
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 <b>WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent</b>	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS <b>1700 Lincoln Street, 3rd Floor, MAC C7300-033</b>	CITY <b>Denver</b>	STATE <b>CO</b>	POSTAL CODE <b>80203-4500</b>
			COUNTRY <b>USA</b>

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

Those items described on Schedule "1" now or hereafter attached to, located in or used in connection with the real property described in Exhibit "A" attached hereto.

Property location: 17505 S Halsted Ave, Homewood, Cook County, Illinois 60430

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  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:  
**Cook County, Illinois Filing Store No. C840017 (Obligor No. 0263265760) MM&M File No. 18263/81081**

# 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	FQSR, LLC		
	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				
	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				
	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):

**ARC CAFEUSA001, LLC**  
**c/o VEREIT, Inc.**  
**2325 E. Camelback Road, Suite 1100**  
**Phoenix, AZ 85016**  
**Attn: Asset Management**

16. Description of real estate:

**See Exhibit "A" attached hereto**

17. MISCELLANEOUS:

# UNOFFICIAL COPY

## **SCHEDULE "1"** **TO UCC-1 FINANCING STATEMENT**

All terms used herein having their initial letters capitalized and not otherwise defined herein shall be defined as set forth in the security documents to which this filing pertains.

### **Inventory**

All inventory and supplies of whatsoever nature and kind (including, without limitation, (i) all food and paper inventory, supplies and all other raw materials, components, work in process, finished goods, goods in transit and packing and shipping materials, and (ii) all goods that are returned to or repossessed by Debtor), together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

### **Accounts**

All accounts, accounts receivable, bank accounts, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing) and other rights to payment of money for goods and real property sold or leased or for services rendered, expressly including, without limitation, the provision of services, whether or not earned by performance, including, without limitation, all agreements with and sums due from customers and other Persons, and all books and records recording, evidencing or relating to such rights or any part thereof (collectively, the "Accounts");

### **Equipment**

All machinery, equipment and supplies not included in Inventory above (including, without limitation, food storage and preparation equipment, registers, communications equipment, and replacements therefor), together with all additions and accessions thereto (collectively, the "Equipment");

### **Licenses**

All franchises, licenses, permits and operating rights granted to or held by the Debtor but specifically excluding security interest in the Franchise Agreements provided however that the proceeds from the sale of Franchise Agreements are specifically included (collectively, the "Licenses");

### **Contracts and Leases**

All of the following: (a) (i) contracts and agreements for the purchase of real and personal property, easements and rights of way, (ii) customer, management, franchise and supplier contracts and agreements, (iii) Material Contracts and any rights thereunder, including the right to receive payments, (iv) security agreements, guarantees and other

# UNOFFICIAL COPY

agreements evidencing, securing or otherwise relating to the Accounts or other rights to receive payment, (v) hedge agreements, and (vi) other agreements to which Debtor is a party, whether now existing or hereafter arising (collectively, the "Contracts"); (b) lease agreements for real or personal property to which the Debtor is a party, whether now existing or hereafter arising (collectively, the "Leases"); and (c) all other contracts and contractual rights, indemnification rights, and other remedies or provisions now existing or hereafter arising in favor of the Debtor (collectively, the "Other Contracts");

## General Intangibles

All general intangibles including personal property not included above, including, without limitation, (i) customer and supplier lists, books and records, computer programs and other intellectual property rights, insurance policies, tax refunds, (ii) all goodwill, trademarks, trademark applications, trade names, trade secrets, patents, copyrights, formulas, industrial designs, software, other intellectual property or rights therein, whether under license or otherwise, all rights to receive payment on property upon or in connection with any transfer of any License, and (iii) all payment intangibles (collectively, the "Intangibles");

## Furniture and Fixtures

All furniture and fixtures (including all tables, seating, signage, decorations and other furniture and fixtures), together with all additions and accessions thereto and replacements therefor (collectively, the "Furniture and Fixtures");

## Miscellaneous Items

All of the following: goods, chattel paper (whether tangible or electronic), documents, instruments (including promissory notes), supplies, choses in action, commercial tort claims, (including, without limitation, payments received with respect to termination, arbitration or litigation under any Contract), money, deposits, certificates of deposit, stock or share certificates, certificated and uncertificated securities and all other investment property, supporting obligations, URL's, domain names and licenses, and all other property and assets of whatever type or description not included above (collectively, the "Miscellaneous Items"); and

## Cash

All of Debtor's cash, money, certificates of deposit, financial assets or other assets of each Debtor that now or hereafter come into the possession, custody, or control of any Lender or the Administrative Agent.

## Proceeds

All proceeds and products of any of the above, and all proceeds of any loss of, damage to or destruction of the above, whether insured or not insured, and all other

# UNOFFICIAL COPY

proceeds of any sale, lease or other disposition of any property or interest therein referred to above, together with all proceeds of any policies of insurance covering any or all of the above, the proceeds of any award in condemnation with respect to any of the property, any rebates or refunds, whether for taxes or otherwise, and together with all proceeds of any such proceeds (collectively, the "Proceeds").

The Inventory, Accounts, Equipment, Licenses, Contracts, Leases, Other Contracts, Intangibles, Furniture and Fixtures, Miscellaneous Items, and Proceeds, as described above, are hereinafter collectively referred to as the "Collateral."

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Store No. C840017  
 17505 S Halsted Ave  
 Homewood, Illinois 60430  
 Cook County

**EXHIBIT "A"****Description of Real Property****Parcel 1:**

LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST 55.78 FEET TO THE WEST LINE OF LOTS; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Parcel 2:**

A non-exclusive easement for the benefit of Parcel 1 as created by Easement Agreement dated December 8, 2006 and recorded Jan 17, 2007 as document no. 0701744087 made by McGue Family, L.L.C., an Illinois limited liability company and Homewood Associates, L.L.C., an Illinois limited liability company and as created by Deed from \_\_\_\_\_ to \_\_\_\_\_ recorded as document no. \_\_\_\_\_ for the purpose of vehicular easement for ingress and egress on and across the following described land:

Lot 8 in Park Place Plaza Resubdivision, being a resubdivision of The Park Place Plaza, being a subdivision of part of the Northwest 1/4 of Section 33, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded November 28, 1988 as Document Number 88546282, in Cook County, Illinois, according to the plat of said Park Place Plaza Resubdivision recorded May 19, 1995 as Document Number 95329596, in Cook County, Illinois.

29-33-100-049