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1530922099

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1530922099 Fee: \$52.00

RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 11/05/2015 02:00 PM Pg: 1 of 8

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Michael F. McGuire, Esq. Rierner & Braunstein LLP 71 S. Wacker Drive, Suite 3515 Chicago, IL 60606 101778 6

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 MS SOUTH SHORE, LP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Mainstreet, 14390 Clay Terrace Blvd, Suite 205		CITY Carmel	STATE IN	POSTAL CODE 46032
COUNTRY				

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 KeyBank National Association, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 225 Franklin Street		CITY Boston	STATE MA	POSTAL CODE 02110
COUNTRY				

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

All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of October __, 2015 (the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Rider A and Exhibit A attached hereto and made a part hereof.

CCRD REVIEWER P

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility		6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA: Filed with: IL - Cook County - CM # 33135.00137				F#494735 A#692281

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

International Association of Commercial Administrators (IACA)

MGR

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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 MS SOUTH SHORE, LP	
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				
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 attached hereto and made a part hereof.

17. MISCELLANEOUS:

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RIDER A to UCC-1 Financing Statement

All of Debtor's right, title and interest in and to all assets of Debtor, whether now owned or hereafter acquired and used in any way in connection with the development, construction, marketing or operation of the Real Estate (defined below), including, but not limited to, the following described property (hereinafter collectively referred to as the "Mortgaged Property").

A. Real Estate. . The land more particularly described on Exhibit A which is annexed hereto and made a part hereof ("Land") together with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as and numbered 2425 East 71st Street (a/k/a East South Shore Drive), Chicago, Cook County, Illinois 60649, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for access and egress and utility connections, and other rights now or hereafter appurtenant thereto ("Real Estate");

B. Fixtures. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Debtor, or in which Debtor has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, stoves, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alarm systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration ("Fixtures");

C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or inuring to the benefit of the Real Estate and all right, title and interest of Debtor in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Debtor in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights ("Additional Appurtenances");

D. Awards. Subject to the terms of the Credit Agreement, all of the right, title and interest of Debtor in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part

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thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property (as hereinafter defined)("Awards");

E. Leases. All leases or subleases now or hereafter entered into of the Real Estate, or any portion thereof (including, without limitation, the Symphony Lease and Debtor's interest in any subleases thereof), and all rents, issues, profits, revenues, earnings and royalties therefrom, 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 tenants or occupants 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, subleases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collect the rents thereunder ("Leases"); and

F. Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Debtor of every nature and description, and used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the State of Illinois (as amended from time to time, the "UCC")) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts; security deposits; utility deposits; any insurance or tax reserves deposited with Secured Party; any cash collateral deposited with Secured Party; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights; plans and specifications; licenses, permits, approvals and other rights; the rights of Debtor under contracts with respect to the Real Estate or any other portion of the Mortgaged Property; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associated therewith; and trademarks; subject to the terms of the Credit Agreement, all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property ("Insurance Proceeds"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

Capitalized terms used but not otherwise defined herein shall have the meanings as defined in the Mortgage.

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

TRACT 1 (FEE SIMPLE):

LOT 2 IN DIVISION NO. 3 IN SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT A RIGHT ANGLE TO THE EASTERLY LINE OF SAID LOT;

THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE ON THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1 IN SAID DIVISION NO. 3 AT A POINT 49 FEET 11 INCHES SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 2;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF SAID LOT 9 OF SAUNDERS SUBDIVISION AFORESAID 49 FEET 11 INCHES TO THE NORTHEASTERLY CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 2 TO THE SOUTHERLY LINE OF SAID LOT 2;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING.

ALSO THAT PART OF LOT 3 IN DIVISION 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 3 AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT AND 148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT.

ALSO A PART OF LOT 2 OF SAID DIVISION 3 AND LOTS 7 AND 9 AND A PART OF LOT 8 IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT.

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THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE IN THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1, SAID DIVISION 3, AT A POINT 49 FEET 11 INCHES SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTHWESTERLY 66 FEET 7-1/4 INCHES ON THE NORTHERLY LINE OF SAID LOT 2, DIVISION 3, AND THE SOUTHERLY LINE OF LOTS 9 AND 8 OF SAUNDERS SUBDIVISION AFORESAID, TO A POINT ON THE WEST LINE OF LOT 7, EXTENDED SOUTH ACROSS SAID LOT 8;

THENCE NORTH ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, 111 FEET 1/2 INCH TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBDIVISION;

THENCE EAST ON THE NORTH LINE OF SAID LOTS 7 AND 9 OF SAUNDERS SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 3, DIVISION 3, AFORESAID;

THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 2 AFORESAID, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

OTHER WISE DESCRIBED AS FOLLOWS:

LOT 2 AND THAT PART OF LOT 3, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 3, AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT, AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT 3, AND 148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT, IN DIVISION 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO LOTS 7 AND 9 AND THAT PART OF LOT 8 LYING EAST OF THE WEST LINE OF SAID LOT 7 EXTENDED SOUTH, ALL IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION AFORESAID; ALL IN COOK COUNTY, ILLINOIS.

EXCEPT FROM THE ABOVE THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 7 AND LOT 8 IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL HALF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF LOT 2 IN DIVISION 3,

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SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL HALF SECTION 30 AFORESAID, A DISTANCE OF 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE ALONG AN ASSUMED BEARING OF NORTH 34°29'35" WEST 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT;

THENCE SOUTH 89°04'28" WEST A DISTANCE OF 46 FEET 6 INCHES TO A GAS PIPE IN THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1, SAID DIVISION 3, AT A POINT 49 FEET 11 INCHES SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 55°32'48" WEST A DISTANCE OF 66 FEET 7-1/4 INCHES ON THE NORTHERLY LINE OF SAID LOT 2, DIVISION 3, AND THE SOUTHERLY LINE OF LOTS 9 AND 8 OF SAUNDERS SUBDIVISION AFORESAID, TO A POINT ON THE WEST LINE OF LOT 7, EXTENDED SOUTH ACROSS SAID LOT 8;

THENCE NORTH 01°18'58" WEST ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 0.74 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°18'58" WEST ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, A DISTANCE OF 110.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBDIVISION;

THENCE NORTH 88°46'31" EAST ON THE NORTH LINE OF SAID LOT 7 OF SAUNDERS SUBDIVISION 2.46 FEET; THENCE SOUTH 01°18'29" EAST 15.15 FEET;

THENCE SOUTH 88°41'31" WEST 0.87 FEET; THENCE SOUTH 01°17'13" EAST 54.23 FEET;

THENCE NORTH 89°28'10" EAST 0.74 FEET; THENCE SOUTH 01°17'13" EAST 40.17 FEET;

THENCE SOUTH 57°42'23" WEST 2.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2 (FEE SIMPLE):

THAT PART OF LOT 3 IN THIRD DIVISION OF SOUTH SHORE SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SOUTH SHORE DRIVE INTERSECTS THE WEST LINE OF COLES AVENUE (SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 3);

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THENCE WEST ALONG THE SOUTH LINE OF SOUTH SHORE DRIVE, A DISTANCE OF 134 FEET 10 INCHES;

THENCE SOUTHEASTERLY A DISTANCE OF 119.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 3, SAID POINT BEING 148 FEET SOUTHWESTERLY, MEASURED ALONG SAID LOT LINE, FROM THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 3 A DISTANCE OF 148 FEET TO THE WEST LINE OF COLES AVENUE;

THENCE NORTHWESTERLY ALONG THE WEST LINE OF COLES A VENUE, A DISTANCE OF 37 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

TRACT 3 (EASEMENT):

THE APPURTENANT EASEMENT RIGHTS CONTAINED IN THAT CERTAIN CROSS DRIVEWAY LICENSE AGREEMENT, DATED OCTOBER 4, 1999 AND RECORDED OCTOBER 5, 1999 AS DOCUMENT NUMBER 99938958.

PINs: 21-30-101-003-0000, 21-30-101-004-0000, 21-30-101-014-0000, 21-30-101-022-0000 and 21-30-101-023-0000

Address: 2425 East 71st Street (a/k/a East South Shore Drive), Chicago, Illinois 60649

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