

# UNOFFICIAL COPY



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 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 02/08/2016 12:20 PM Pg: 1 of 7

89762498K3009

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Joel V. Sestito (312) 715-5254**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Quarles & Brady LLP**  
**300 North LaSalle Street, Suite 4000**  
**Chicago, Illinois 60654**  
**Attention: Joel V. Sestito, 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 <b>FURNITURE L.L.C.</b>			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS <b>c/o Smithfield Properties, 300 W. Huron St.</b>		CITY <b>Chicago</b>	STATE POSTAL CODE COUNTRY <b>IL 60654 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			
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 <b>MB FINANCIAL BANK, N.A.</b>			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS <b>363 W. Ontario, 2nd Floor</b>		CITY <b>Chicago</b>	STATE POSTAL CODE COUNTRY <b>IL 60654 USA</b>

4. COLLATERAL: This financing statement covers the following collateral

SEE ATTACHED EXHIBIT "A"

*Box 400*

S Y  
 P 12  
 S N  
 SC Y  
 INT EB

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  
**124363.00011 (Cook County, IL)**

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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 <b>FURNITURE L.L.C.</b>	
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 "B"**

17. MISCELLANEOUS:

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**Exhibit A**  
to  
**UCC Financing Statement**

**Debtor:** FURNITURE L.L.C. , an Illinois limited liability company

**Secured Party:** MB FINANCIAL BANK, N.A., a national banking association

**Collateral**

THE LAND located in Cook County, Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing, (the "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring, and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures").

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TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of Illinois, as the same may be amended from time to time (the "Code"), of Debtor located on the Land or in the Improvements which are now or in the future owned by Debtor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or improvements thereon or proceeds of any sale, option or contract to sell the Land or improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights;

TOGETHER WITH all rights reserved to or granted to the developer or declarant under the provisions of any (i) declaration of restrictive covenants and easements affecting the Land or the Premises, or (ii) declaration of condominium ownership for the institution of a regime of condominium ownership affecting the Land or the Premises or otherwise granted to the developer;

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TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party;

TOGETHER WITH (i) all present and future plans and specifications for the completion of the Project; (ii) all present and future applications, permits, licenses and approvals between Debtor and others, or given or to be given to Debtor by governmental authorities, relating to the Improvements, together with all of Debtor's rights, options and privileges thereunder; and (iii) all present and future architectural, engineering and construction contracts relating to Improvements.

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**

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**Exhibit B**  
to  
**UCC Financing Statement**

**Debtor:** FURNITURE L.L.C. , an Illinois limited liability company

**Secured Party:** MB FINANCIAL BANK, a national banking association

**Legal Description of Land**

**PARCEL 1:**

THAT PART OF LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16); TOGETHER WITH THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, TOGETHER WITH THE WEST 145.22 FEET OF THE SOUTH 1/2 OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGED EASTERLY TO THE NORTHWEST CORNER OF LOT 26, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 3, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 25 AND SAID LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG THE WEST LINE THEREOF, 37.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, 157.11 FEET, THENCE SOUTH 89 DEGREES, 59 MINUTES 58 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID TRACT, 66.60 FEET THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 157.15 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS WEST, 66.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

UNIT 200 IN THE SONO WEST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND: PART OF LOTS 16-25, BOTH INCLUSIVE, TOGETHER WITH PART OF THE VACATED ALLEY EAST AND ADJOINING, PART OF THE VACATED ALLEY NORTH AND ADJOINING, AND PART OF VACATED BLACKHAWK STREET SOUTH AND ADJOINING, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 6, 2008 AS DOCUMENT 0831145010, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACES P-1, P-15, P-16, P-17, P-229, P-231, P-233, P-235, P-237, P-250, P-251, P-252, P-253, P-254, P-255, P-256 AND P-257 LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

PARCEL 4:

DRIVEWAY EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF DRIVEWAY EASEMENTS (SONO WEST-SONO EAST) EXECUTED BY FURNITURE L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND RECORDED OCTOBER 4, 2006 AS DOCUMENT 0627742156, AS AMENDED AND RESTATED IN AMENDED AND RESTATED DECLARATION OF DRIVEWAY EASEMENTS DATED AS OF OCTOBER 30, 2008 AND RECORDED OCTOBER 31, 2008 AS DOCUMENT 0830518059.

*1815 N Fremont  
Clerk ID 60642  
1705214015  
17 05 214 2221200*

**COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_**