

# UNOFFICIAL COPY

Freedom Title Corporation  
2200 Hicks Road  
Suite 410  
Pekin Meadows, IL 60008



1606049251

Doc#: 1606049251 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/29/2016 02:42 PM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

67159825/5

A. NAME & PHONE OF CONTACT AT FILER (optional)  
SAMUEL P. GUSSIS - (773) 685-6920

B. E-MAIL CONTACT AT FILER (optional)  
sgussis@gussislawgroup.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

GUSSIS LICHTENFELD & ALEXANDER LLC  
6200 N HIAWATHA AVE, SUITE 400  
CHICAGO, ILLINOIS 60646-4322

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 RIVER NORTH RETAIL HOLDING LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1030 NORTH CLARK STREET, SUITE 300				
	CITY CHICAGO	STATE IL	POSTAL CODE 60610	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 JEFFERIES LOANCORE LLC				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 55 RAILROAD AVENUE, SUITE 100				
	CITY GREENWICH	STATE CT	POSTAL CODE 06030	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
SEE SCHEDULE A ATTACHED HERETO

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:  
Office of the Recorder of Deeds of Cook County, Illinois

Bm

# 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

RIVER NORTH RETAIL HOLDING, 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 ATTACHED HERETO

17. MISCELLANEOUS:

# UNOFFICIAL COPY

## SCHEDULE A to UCC FINANCING STATEMENT

RIVER NORTH RETAIL HOLDING, LLC, as Debtor

and

JEFFERIES LOANCORE LLC, as Secured Party

All of Debtor's right, title, interest and estate now owned, or hereafter acquired, in and to the following property, rights, interests and estates:

(a) All buildings, structures, fixtures and other improvements now or hereafter located upon or used in connection with the real property (the "**Premises**") described on Exhibit A attached to this Schedule A (the "**Improvements**"; the Premises, the Improvements and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Property**");

(b) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Premises are located (the "**UCC**"), superior in lien to the lien of that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of February 23, 2016 (the "**Security Instrument**"), made by Debtor for the benefit of Secured Party;

(d) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in

# UNOFFICIAL COPY

anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(e) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**"), and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including 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 the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "**Rents**"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(f) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(g) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(h) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

(i) all rights of Debtor under that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Huron Street Commercial Condominium, dated as of August 7, 2006, and recorded on August 30, 2006, in the Official Records of Cook County, Illinois, as document number 0624245139 (the "**Condominium Declaration**"), as amended by that certain First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Huron Street Commercial

# UNOFFICIAL COPY

Condominium, dated January 19, 2007, and recorded on February 27, 2007, in the Official Records of Cook County, Illinois, as document number 0705815046, and as further amended by that certain Commercial Unit Division Supplement of Unit 2 of the Huron Street Commercial Condominium, dated January 30, 2008, and recorded on February 25, 2008, in the Official Records of Cook County, Illinois, as document number 0805615036 (collectively, as amended and as they may be further amended from time to time, the "*Condominium Documents*"; which Condominium Documents expressly include those certain By-Laws of Huron Street Commercial Condominium Association, which are included as Articles V, VI and VII of the Condominium Declaration); and

(j) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by the Security Instrument shall automatically extend to all Rents acquired by Debtor after the commencement of the case and shall constitute cash collateral under Section 541(a) of the Bankruptcy Code.

Any capitalized terms used but not defined in this Schedule A shall have the meaning ascribed to such term in the Security Instrument.

# UNOFFICIAL COPY

## EXHIBIT A

### Description of Property

#### PARCEL 1:

UNITS 1 AND 2A IN THE HURON STREET COMMERCIAL CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0624245139 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 0624245139, AMENDED BY DOCUMENT NOS. 0705815046 AND 0805615036 AND AS AMENDED FROM TIME TO TIME.

#### PARCEL 3:

EASEMENT FOR, UTILITIES, STORM SEWER LINES, INGRESS AND EGRESS AND ACCESS FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE DECLARATION OF COVENANTS AND CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NO. 0601832098, AMENDED BY DOCUMENT NO. 0624245138.

PIN - 17-09-216-019-1001  
Address - 225 W. Huron st #1