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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/06/2016 01:15 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (410) 528-5515
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Raymond G. Trujillo, Esquire Ballard Spahr LLP 300 E. Lombard Street, 18 th Floor Baltimore, MD 21202-3268

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 North Lake Shore Drive Realty Company LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o J.P. Morgan Investment Management Inc. 270 Park Avenue, 7 th Floor		CITY New York	STATE NY	POSTAL CODE 10017	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 NATIONWIDE LIFE INSURANCE COMPANY					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS One Nationwide Plaza, Fifth Floor Attn: Real Estate Investments (1-05-701)		CITY Columbus	STATE OH	POSTAL CODE 43215	COUNTRY USA

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

All items of personalty, equipment, fixtures and other property described on Exhibit "B" attached hereto and made a part hereof by reference, which are now or hereafter located on or used in connection with the real property described on Exhibit "A" attached hereto and made a part hereof by reference, together with all rents, issues, profits and income now or hereafter derived from said real property.

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 Lessee/Lessor

8. OPTIONAL FILER REFERENCE DATA
File in the land records of Cook County, Illinois

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

MEAST #24793893 v23
850 North Lake Shore Apartments - Borrower - Local

Alister
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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 <input type="checkbox"/>					
9a. ORGANIZATION'S NAME					
North Lake Shore Drive Realty Company LLC					
9b. INDIVIDUAL'S SURNAME					
OR					
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 <u>one</u> 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 name) and enter the mailing address in line 10c					
10a. ORGANIZATION'S NAME					
10b. INDIVIDUAL'S SURNAME					
OR					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX		
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input checked="" type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)					
13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] in the REAL ESTATE RECORDS (if applicable)					
14. The FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing					
15. Name and address of 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					

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EXHIBIT A

Description of Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF LOTS 48 AND 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOTS "B" AND "C" IN THE SUBDIVISION OF LOTS 43, 44, 45, 46 AND 47 IN LAKE SHORE DRIVE ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT "B" AFORESAID, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF EAST CHESTNUT STREET AND THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE; THENCE WEST ALONG SAID SOUTH LINE OF EAST CHESTNUT STREET, 228.15 FEET TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST FACE OF A 6-STORY BUILDING; THENCE SOUTH ALONG SAID WEST FACE AT AN ANGLE OF 90 DEGREES, 01 MINUTE, 40 SECONDS TO THE RIGHT FROM SAID SOUTH LINE OF EAST CHESTNUT STREET, 107.24 FEET TO THE SOUTH LINE OF SAID LOTS 48 AND "C"; THENCE EAST ALONG THE SOUTH LINE OF LOTS 48 AND "C", 161.69 FEET TO THE NORTHWEST CORNER OF LOT 98 AFORESAID; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 98, AT AN ANGLE OF 108 DEGREES, 01 MINUTE, 45 SECONDS TO THE LEFT FROM SAME SOUTH LINE OF LOT "C", 38.14 FEET TO A LINE 71.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 98 AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE, 122.04 FEET TO THE EASTERLY LINE OF SAID LOT 98, BEING ALSO THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF LAKE SHORE DRIVE, 158.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN NORTHWESTERN UNIVERSITY AND 840 LAKE SHORE DRIVE, L.L.C., RECORDED SEPTEMBER 11, 2003 AS DOCUMENT NUMBER 0325432160, FOR INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT ON, OVER, ACROSS, IN AND THROUGH THE "840 PROPERTY", AS DEFINED THEREIN.

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PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN NORTHWESTERN UNIVERSITY AND 270 EAST PEARSON, L.L.C., RECORDED MAY 20, 2004 AS DOCUMENT NUMBER 0414131099, FOR INGRESS AND EGRESS BY PERSONS, MATERIALS AND EQUIPMENT ON, OVER, ACROSS, IN AND THROUGH THE "UNIMPROVED AREA", AS DEFINED THEREIN AND AN EASEMENT FOR DIVIDERS AND THE POOL DUCT TO ENCROACH ON, OVER, AND ACROSS THE "UNIMPROVED AREA" IN SUBSTANTIALLY THE SAME MANNER AND LOCATION AS THE DIVIDERS AND POOL DUCT ENCROACH AS OF THE DATE THEREIN AND TO AFFIX THE DIVIDERS AND POOL DUCT TO THE NORTH FACADE OF THE 270 BUILDING (AND ANY REPLACEMENT THEREOF) IN SUBSTANTIALLY THE SAME MANNER AND LOCATION AS THE DIVIDERS AND POOL DUCT ARE AFFIXED TO THE NORTH FACADE OF THE 270 BUILDING AS OF THE DATE THEREIN.

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EXHIBIT B

COLLATERAL DESCRIPTION

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THAT CERTAIN LOAN AGREEMENT ("LOAN AGREEMENT"), DATED APRIL 5, 2016 BETWEEN DEBTOR, AS BORROWER, AND SECURED PARTY, AS LENDER.

This UCC-1 Financing Statement covers the following types (or items of property):

(a) the real property (hereinafter referred to as the "Real Property") described on Exhibit "A" to this financing statement, (b) the buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon, including, without limitation, any and all additions to, substitutions for, or replacements of such improvements (the "Improvements"), (c) all minerals, royalties, gas rights, water, water rights, and other emblements now or hereafter located on, under or above all or any part of the Real Property, (d) all the strips and gores, rights-of-way, easements (including, without limitation, Debtor's right, title and interest in and to the benefits (but not the burdens) under (i) that certain Reciprocal Easement Agreement made by and between Northwestern University and 840 Lake Shore Drive, L.L.C., recorded September 11, 2003 as Document Number 0325432160 and (ii) that certain Reciprocal Easement Agreement made by and between Northwestern University and 270 East Pearson, L.L.C., recorded May 20, 2004 as Document No. 0414131099, privileges, profits and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Debtor in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property (the "Appurtenances"), (e) any and all leases, licenses, contracts, rents, security deposits, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, Termination Fees, of, accruing to, or derived from the Real Property, Improvements and Appurtenances, and any business or enterprise presently situated or hereafter operated thereon, and all of Debtor's interest under any and all lease guaranties, letters of credit, and any other credit support furnished to Debtor in connection with any of the foregoing and any and all amounts furnished to Debtor in connection with any sales of the Real Property, including, but not limited to earnest money deposits, (f) any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (iii) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements, Fixtures (as defined below) or Appurtenances; or (iv) proceeds of insurance awards, to the extent of all amounts which may be secured by the Mortgage and Security Agreement by the Debtor to and in favor of the Secured Party at the date of any such award or payment including, but not limited to, reasonable attorneys' fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment, (g) all

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fixtures, materials, equipment, machinery, apparatus, and other property now or hereafter attached to, installed in, or used in connection with the Improvements, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, and all other furnishings, tools, equipment and machinery, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of, or substitutions for, any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and part of the realty conveyed herein as security for the Indebtedness (the "Fixtures"), (h) (i) all Goods (including, without limitation, Consumer Goods, Inventory, Equipment and Farm Products), Accounts, Chattel Paper (including, without limitation, Electronic Chattel Paper and Tangible Chattel Paper), Instruments, General Intangibles (including, without limitation, Payment Intangibles and Software), Letters of Credit, Letter-of-Credit Rights, Documents, As-Extracted Collateral, Money and Deposit Accounts of every kind, and all proceeds thereof, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Real Property, Improvements, Appurtenances or Fixtures, including, without limitation, to the extent assignable, any and all licenses, permits or franchises used or required in connection with such use, occupancy or operation; (ii) all proceeds thereof or therefrom regardless of form, all Rents, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Real Property or Improvements, all proceeds (including premium refunds) of each policy of insurance relating to the Real Property or Improvements, all Awards, all amounts deposited in escrow for the payment of Impositions, assessments, charges, ground rentals and/or premiums for policies of insurance with respect to the Real Property, all proceeds and other amounts paid or owing to Debtor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Real Property or Improvements; (iii) all right, title and interest of Debtor in and to all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Real Property and all products processed or obtained therefrom, and the proceeds thereof; and (iv) all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Debtor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Real Property or any part thereof, and (i) all agreements or contracts now or hereafter existing relating to any interest rate cap agreements, swaps or other interest hedging agreements.

PROVIDED, HOWEVER, the foregoing described property shall not include any personal property owned by (i) tenants of Debtor, or (ii) the lessors of personal property to such tenants.

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Input	
Document 1 ID	interwovenSite://DMS-EAST/DMEAST/24793893/2
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Document 2 ID	interwovenSite://DMS-EAST/DMEAST/24793893/3
Description	#24793893v3<DMEAST> - UCC-1 Financing Statement (Borrower-Local) - 850 North Lake Shore Drive Apartments
Rendering set	Standard

Legend	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics	
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