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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/06/2016 02:09 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Thompson & Knight, LLP
One Arts Plaza
1722 Routh St., Suite 1500
Attn: Lynn Little
Dallas, TX 75201

1002-172343

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
CH Retail Fund I/Schaumburg Meacham, L.L.C.

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3819 Maple Avenue Dallas TX 75219 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
Compass Bank

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8333 Douglas Avenue, Suite 600 Dallas TX 75225 USA

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

The collateral described on Exhibit A attached hereto and made a part hereof.

UCS 172343 262

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:
402052.000701 -- To be filed in Cook County, Illinois

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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

CH Retail Fund I/Schaumburg Meacham, L.L.C.

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:

The land described on Exhibit B attached hereto and made a part hereof

17. MISCELLANEOUS:

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EXHIBIT A

This financing statement covers the following types (or items) of property:

a) All of Debtor's right, title and interest in and to all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Debtor now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the lands described in Exhibit B attached hereto and made a part hereof, or otherwise located on said lands, and all fixtures, accessions and appurtenances thereto;

b) All of Debtor's right, title and interest in and to all renewals or replacements of or substitutions for any of the foregoing;

c) All of Debtor's right, title and interest in and to all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

d) All of Debtor's right, title and interest in and to all security deposits (whether cash, one or more letters of credit, bonds or other form of security) and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined) and held by or for the benefit of Debtor;

e) All of Debtor's right, title and interest in and to all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property;

f) All rents and other amounts from and under leases of all or any part of the Property;

g) All issues, profits and proceeds from all or any part of the Property;

h) All proceeds (including premium refunds) of each policy of insurance relating to the Property, including, without limitation any Net Proceeds, Rent Loss Proceeds and any Additional Funds;

i) All proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof;

j) All amounts deposited in the Tax Escrow Account, the Borrowers' Accounts, the and the Capital Expenditure Reserve Account;

k) All amounts payable under any interest rate protection or hedge agreement entered into by Debtor with respect to the Loan, including without limitation, any Hedge Agreement;

l) All amounts deposited in Debtor's operating accounts;

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- m) All of Debtor's right, title and interest in and to all contracts related to the Property;
- n) All of Debtor's right, title and interest in and to all money, funds, accounts, instruments, documents, general intangibles (including trademarks, trade names and symbols owned by Debtor and used in connection therewith, but expressly excluding the names "Crow", "Crow Holdings", "CH Realty", and any derivations thereof, and any trademarks or logos associated therewith as the same may exist from time to time);
- o) All of Debtor's right, title and interest in and to all notes or chattel paper arising from or related to the Property;
- p) All of Debtor's right, title and interest in and to all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;
- q) All of Debtor's right, title and interest in and to all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Property;
- r) All of Debtor's right, title and interest in and to 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 Property;
- s) All of Debtor's right, title and interest in and to all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereon, and all of Debtor's right, title and interest in and to all accounts and general intangibles under which such proceeds may arise, together with all of Debtor's right, title and interest in and to 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 Property or any part thereof (collectively, the "**Collateral**"); and
- t) All proceeds of the Collateral.

The term "**Property**" as used herein shall refer to the real estate described in Exhibit E, attached hereto, together with all buildings, structures, and other improvements now or hereafter situated, placed, or constructed thereon, and all other Property as set forth in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party on or about the date hereof (the "**Mortgage**"). The granting of a security interest in proceeds shall not be deemed evidence of consent by Secured Party to the sale, encumbrance, transfer or other disposition of collateral, and Debtor shall not sell, encumber, transfer, or otherwise dispose of the same except to the extent, if any, permitted under the Mortgage encumbering the Property.

Capitalized terms not defined herein have the meanings ascribed to them in that certain Loan Agreement dated on or about the date hereof executed by Debtor in favor of Secured Party.

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EXHIBIT B

PARCEL 1:

LOT 1 IN SDG SCHAUMBURG RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2014 AS DOCUMENT 1435234060, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 16, 2015 AS DOCUMENT 1501616042, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 8, 2003 AS DOCUMENT 0318919006 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER A PORTION OF THE SOUTHEAST CORNER OF LOT 13 IN ANDERSON'S WOODFIELD PARK SUBDIVISION AS DEPICTED ON EXHIBIT 'D' ATTACHED THERETO.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 17, 2013 AS DOCUMENT 1335119128 AND AMENDED BY DOCUMENT 1435234061 FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS BETWEEN LOTS 1 AND 2 IN SDG SCHAUMBURG RESUBDIVISION.

Property Address:

900 North Meacham Road
Schaumburg, IL

Permanent Index Number (PIN): 07-13-101-020-0000 Vol. 187