

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/16/2016 08:18 AM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Stephen H. Malato - (312) 704-3114</b>
B. E-MAIL CONTACT AT FILER (optional) <b>smalato@hinshawlaw.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Hinshaw &amp; Culbertson LLP 222 N. La Salle Street, Suite 300 Chicago, IL 60601 Attention: Stephen H. Malato</b>

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>50 East Chicago Avenue LLC</b>			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS <b>c/o Lakeden, 1101 W. Monroe St., Ste. 200</b>		CITY <b>Chicago</b>	STATE POSTAL CODE COUNTRY <b>IL 60607 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>CMFG Life Insurance Company</b>			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS <b>5910 Mineral Point Road</b>		CITY <b>Madison</b>	STATE POSTAL CODE COUNTRY <b>WI 53705 USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**See Exhibits A and B 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  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:  
**File with the Cook County Recorder**

International Association of Commercial Administrators (IACA)

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

<b>9. NAME OF FIRST DEBTOR:</b> 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"/>					
<b>9a. ORGANIZATION'S NAME</b> <b>50 East Chicago Avenue LLC</b>					
OR					
<b>9b. INDIVIDUAL'S SURNAME</b>					
<b>FIRST PERSONAL NAME</b>					
<b>ADDITIONAL NAME(S)/INITIAL(S)</b>				<b>SUFFIX</b>	
<b>THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY</b>					
<b>10. DEBTOR'S NAME:</b> 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's name) and enter the mailing address in line 10c					
<b>10a. ORGANIZATION'S NAME</b>					
OR					
<b>10b. INDIVIDUAL'S SURNAME</b>					
<b>INDIVIDUAL'S FIRST PERSONAL NAME</b>					
<b>INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)</b>				<b>SUFFIX</b>	
<b>10c. MAILING ADDRESS</b>					
		CITY	STATE	POSTAL CODE	COUNTRY
<b>11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME:</b> Provide only <u>one</u> name (11a or 11b)					
<b>11a. ORGANIZATION'S NAME</b>					
OR					
<b>11b. INDIVIDUAL'S SURNAME</b>		<b>FIRST PERSONAL NAME</b>	<b>ADDITIONAL NAME(S)/INITIAL(S)</b>	<b>SUFFIX</b>	
<b>11c. MAILING ADDRESS</b>					
		CITY	STATE	POSTAL CODE	COUNTRY
<b>12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):</b>					
<b>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</b>			<b>14. This FINANCING STATEMENT:</b> <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing		
<b>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</b>			<b>16. Description of real estate:</b>  <b>See Exhibit B attached hereto.</b>		
<b>17. MISCELLANEOUS:</b>					

**UNOFFICIAL COPY****EXHIBIT A  
TO UCC-1 FINANCING STATEMENT****Debtor:**

50 East Chicago Avenue LLC  
 c/o Lakeden Ltd.  
 1101 W. Monroe Street, Suite 200  
 Chicago, IL 60607  
 Organizational ID: 01404407

**Secured Party:**

CMFG Life Insurance Company  
 c/o MEMBERS Capital Advisors, Inc.  
 5910 Mineral Point Road  
 Madison, WI 53705

A. **Improvements, Fixtures, Equipment and Personal Property.** All of Debtor's interest in the buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the land located in the County of Cook, State of Illinois, legally described on Exhibit B following ("Real Property") and all proceeds and products derived therefrom whether now owned or hereafter acquired; and Debtor's interest in all equipment (including Debtor's interest in any lease of such equipment), fixtures, improvements, building supplies and materials and personal property owned by Debtor now or hereafter attached to, located in, placed in or necessary to the use, operation or maintenance of the improvements or the land including, but without being limited to, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists and assists, and the like, and all furnishings, supplies, dairies, maintenance and repair equipment, window and structural cleaning rigs and equipment, floor coverings, appliances, screens, storm windows, blinds, awnings, shrubbery and plants, stoves, ranges, ovens, refrigerators, air conditioners, dishwashers, clothes dryers, washing machines disposals and compactors (it being understood that the enumeration of specific articles of property shall in no way be held to exclude items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, and all personal property which by the terms of any lease shall become the property of Debtor at the termination of such lease, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises, but excluding therefrom the removable personal property owned by tenants in the Premises ("**Improvements**").

B. **Rents, Leases and Profits.** All rents, royalties, issues, income, revenue, receipts, fees, and profits now due or which may hereafter become due under or by virtue of and together with all right, title and interest of Debtor in and to any lease, license, sublease, contract or other kind of occupancy agreement, oil or gas lease, pipeline agreement or other instrument related to the production or sale of oil or natural gas or other mineral interests, whether written or verbal, for the use or occupancy of the Premises or any part thereof (each such agreement a "Lease") together with all security therefor and all monies payable thereunder, including, without limitation, tenant security deposits, and all books and records which contain information

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pertaining to payments made thereunder and security therefor, subject, however, to the conditional permission herein given to Debtor to collect the rents, income and other normal income benefits arising under any agreements. Secured Party shall have the right, not as a limitation or condition hereof but as a personal covenant available only to Secured Party, at any time and from time to time, to notify any lessee of the rights of Secured Party hereunder.

Together with all right, title and interest of Debtor in and to any and all contracts for sale and purchase of all or any part of the property described in these Granting Clauses A, B, C and D hereof and in Exhibit B, and any down payments, earnest money deposits or other sums paid or deposited in connection therewith.

C. **Judgments, Condemnation Awards, Insurance Proceeds, and Other Rights.** All awards, compensation or settlement proceeds made by any governmental or other lawful authorities for the threatened or actual taking or damaging by eminent domain of the whole or any part of the Premises, including any awards for a temporary taking, change of grade of streets or taking of access, together with all of Debtor's interest in Insurance Proceeds resulting from a casualty to any portion of the Premises; all rights and interests of Debtor against others, including adjoining property owners, arising out of damage to the property including damage due to environmental injury or release of hazardous substances.

D. **Licenses, Permits, Equipment Leases and Service Agreements.** All right, title and interest of Debtor in and to any licenses, permits, regulatory approvals, government authorizations, franchise agreements and equipment or chattel leases, service contracts or agreements, trade names, any and all other intangibles, including general intangibles, and all proceeds therefrom, arising from, issued in connection with or in any way related to the use, occupancy, operation, maintenance or security of the Premises, together with all replacements, additions, substitutions and renewals thereof, which may be assigned pursuant to agreement or law.

E. **Proceeds.** All sale proceeds, refinancing proceeds or other proceeds belonging to Debtor, including deposits and down payments derived from or relating to the Premises described in Granting Clauses A through D herein and in Exhibit E.

F. **Defined Terms.** All terms used herein but not otherwise defined herein shall have the meaning ascribed to them in that certain Mortgage and Security Agreement and Fixture Financing Statement executed by Debtor, as Debtor, in favor of Secured Party, as Secured Party, recorded in the Recorder's Office of Cook County.

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## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### Description of Real Estate

**Debtor:**

50 East Chicago Avenue LLC  
c/o Laredo Ltd.  
1101 W. Monroe Street, Suite 200  
Chicago, IL 60607  
Organizational ID: 01404407

**Secured Party:**

CMFG Life Insurance Company  
c/o MEMBERS Capital Advisors, Inc.  
5910 Mineral Point Road  
Madison, WI 53705

ALL OF LOTS 6 AND 7 AND THAT PART OF LOT 3 LYING SOUTH OF A LINE 107 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 7 ALL IN THE SUBDIVISION (BY THE BENEDICTINE ORDER OF CHICAGO) OF BLOCK 22 IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 50 E. Chicago Avenue, Chicago, IL 60611

PIN: 17-03-230-008-0000