



Doc#: 1617915102 Fee: \$56.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/27/2016 03:04 PM Pg: 1 of 10

**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)

Upon recording please return to:  
First American Title Insurance Co.  
801 Nicollet Mall, Suite 1900  
Minneapolis, MN 55402

NCS 7102 MPLS (✓) Q.

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  
CEDAR ALGONQUIN LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

545 CEDAR LANE, 2ND FLOOR TEANECK NJ 07666-1712 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  
MFG UNION BANK, N.A., AS ADMINISTRATIVE AGENT

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

230 PARK AVENUE NEW YORK NY 10169 USA

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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:  
42959-0056 (FILE WITH COOK COUNTY RECORDER OF DEEDS)

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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

CEDAR ALGONQUIN 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 SCHEDULE A TO RIDER.

17. MISCELLANEOUS:

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Name of Debtor: Cedar Algonquin LLC

## "RIDER"

All of Debtor's right, title and interest in, to and under all of the following described property (the "Collateral"):

1. All structures or buildings, and replacements thereof, to be erected or now or hereafter located upon the premises described in Schedule A annexed hereto and made a part hereof (said premises, the "Premises"), including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, including, without limitation, all fixtures now or hereafter affixed to the Premises, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, telephones and telephone equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures or improvements and all replacements, repairs, additions, accessions or substitutions or proceeds thereto or therefor (all of the foregoing in this clause 1, collectively, the "Improvements");

2. All tangible and intangible personal property of every kind and description (excluding, however, all furnishings, fixtures, equipment and personal property owned or leased by lessees of the Premises), which are now or at any time hereafter attached to, installed or erected on or placed or situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Premises, and whether located on or off the Premises, including, without limitation: (i) all water rights appurtenant to the Premises together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as all rights in ditches for irrigation of the Premises, all water stock relating to the Premises, shares of stock or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises; (ii) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the

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Name of Debtor: Cedar Algonquin LLC

aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements; (iii) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other Collateral which may be construed to be personal property of every kind and description; (iv) all substitutions and replacements of, and accessions and additions to, any of the foregoing; (v) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Premises or any buildings or structures thereon, together with all deposits and other proceeds of the sale thereof; (vi) any other personal property of Debtor; and (vii) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof (all of the foregoing in this clause 2, collectively, the "Personal Property");

3. All rents, royalties, issues, profits, revenue, income, recoveries, reimbursements and other benefits of the Collateral and all leases of the Collateral or portions thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due prior to the expiration of such terms, and including any guaranties of such leases and any lease cancellation, surrender or termination fees in respect thereof;

4. All deposits made with or other security given to utility companies by Debtor with respect to the Premises and/or Improvements, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance, subject to the provisions of the Security Agreement (as hereinafter defined);

5. All damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any default under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor to the Trustee named therein for the benefit of Secured Party (the "Security Agreement"), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Premises, with the right in Secured Party to receive and receipt therefor and apply the same to amounts secured by the Security Agreement, and Secured Party may demand, sue for and recover any such payments but shall not be required to do so;

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Name of Debtor: Cedar Algonquin LLC

6. All development work product prepared in connection with the Premises, including, but not limited to, engineering, drainage, traffic, soil and other studies and tests; water, sewer, gas, electrical and telephone approvals, taps and connections; surveys, drawings, plans and specifications; and subdivision, zoning and platting materials;

7. All proceeds and claims arising on account of any damage to or taking of the Premises or the Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Premises or the Improvements;

8. All contracts and agreements (including, without limitation, contracts with architects and engineers, construction contracts and contracts for the maintenance, management or leasing of the Premises), contract rights, logos, trademarks, trade names, copyrights and other general intangibles used or useful in connection with the development, ownership, operation or occupancy of the Premises or any part thereof;

9. All licenses (including, but not limited to, any operating licenses or similar licenses), permits, governmental approvals, authorizations or certificates required or used in connection with the ownership, operation or maintenance of the Premises or Improvements; all governmental permits relating to construction, all names under or by which the Premises or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof;

10. All (a) financing commitments (debt or equity) issued to Debtor in respect of the Premises and all amounts payable to Debtor thereunder; (b) contracts for the sale of all or any portion of the Premises, the Improvements or the Personal Property, and all amounts payable by the purchasers thereunder; (c) operating and other bank accounts, and monies therein, of Debtor relating to the Premises, including, without limitation, any accounts relating to real estate taxes; (d) interest rate protection agreements entered into by Debtor in respect of the loan secured by the Security Agreement; and (e) commercial tort claims related to the Premises, the Improvements or the Personal Property;

11. All reciprocal easement or operating agreements, declarations, development agreements, developer's or utility agreements, and any similar such agreements or declarations now or hereafter affecting the Premises or any part thereof;

12. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments;

13. All rights of Debtor under promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles, and general intangibles related to the Premises, as the terms "accounts", "general intangibles", and "payment

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Name of Debtor: Cedar Algonquin LLC

intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time; and

14. All other assets of Debtor related in any way to the Premises, subject to certain limitations that may be set forth in the Security Agreement.

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Name of Debtor: Cedar Algonquin LLC

## SCHEDULE A

### PARCEL 1:

THE NORTH 140 FEET (EXCEPT THE EAST 107 FEET THEREOF) OF BLOCK 5 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 140 FEET THEREOF) IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE EAST 1/2 OF BLOCK 5 (EXCEPT THE NORTH 140 FEET THEREOF) IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

THE NORTHWEST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 5:

THE NORTHEAST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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Name of Debtor: Cedar Algonquin LLC

PARCEL 6:

THE SOUTHWEST 1/4 OF BLOCK 4 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

UNITS P-1, P-34, P-41, P-42, P-45, P-47, P-48, P-49, P-51, P-52, P-54, P-55, P-58, P-69, P-78, P-79, P-81, P-82, P-83, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99 AND P-100, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN INDIAN VILLAGE PARKING CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE INDIAN VILLAGE PARKING CONDOMINIUM ASSOCIATION RECORDED DECEMBER 7, 1995 AS DOCUMENT NUMBER 95851051, AS AMENDED BY AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE INDIAN VILLAGE PARKING CONDOMINIUM ASSOCIATION WITHDRAWING INCORRECT PROPERTY AND SUBMITTING CORRECT PROPERTY, RECORDED NOVEMBER 13, 1996 AS DOCUMENT NO. 96864180, AND THAT CERTAIN SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE INDIAN VILLAGE PARKING CONDOMINIUM ASSOCIATION ANNEXING ADDITIONAL PROPERTY, RECORDED MARCH 26, 1998 AND RECORDED JUNE 26, 1998 AS DOCUMENT NO. 98549482, IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



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5) 1617 E 50th Place, Chicago IL 60615

1) 1605 E 50th Street, Chicago IL 60615

2) 1606 S Hyde Park Boulevard, Chicago IL 60615

4) 1607 E 50th Place, Chicago IL 60615

6) 1606 E 50th Place, Chicago IL 60615

3) 1616 E 50th Place, Chicago IL 60615

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20-12-104-004-0000 Vol. 255

20-12-104-005-0000 Vol. 255

20-12-106-002-0000 Vol. 255

20-12-106-003-0000 Vol. 255

20-12-106-004-0000 Vol. 255

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**PARKING:**

4941 South East Ave, Chicago, IL

- 20-12-103-026-1001 (Affects P-1)
- 20-12-103-026-1031 (Affects P-34)
- 20-12-103-026- 1038 (Affects- P-41 )
- 20-12-103-026- 1039 (Affects- P-42 )
- 20-12-103-026- 1042 (Affects- P-45 )
- 20-12-103-026- 1044 (Affects- P-47 )
- 20-12-103-026- 1045 (Affects- P-48 )
- 20-12-103-026- 1046 (Affects- P-49 )
- 20-12-103-026- 1048 (Affects- P-51 )
- 20-12-103-026- 1049 (Affects- P-52 )
- 20-12-103-026- 1051 (Affects- P-54 )
- 20-12-103-026- 1052 (Affects- P-55 )
- 20-12-103-026- 1055 (Affects- P-58 )
- 20-12-103-026- 1066 (Affects- P-69 )
- 20-12-103-026- 1075 (Affects- P-78 )
- 20-12-103-026- 1076 (Affects- P-75 )
- 20-12-103-026- 1078 (Affects- P-81 )
- 20-12-103-026- 1079 (Affects- P-82 )
- 20-12-103-026- 1080 (Affects- P-83 )
- 20-12-103-026- 1083 (Affects- P-86 )
- 20-12-103-026- 1084 (Affects- P-87 )
- 20-12-103-026- 1085 (Affects- P-88 )
- 20-12-103-026- 1086 (Affects- P-89 )
- 20-12-103-026- 1087 (Affects- P-90 )
- 20-12-103-026- 1088 (Affects- P-91 )
- 20-12-103-026- 1089 (Affects- P-92 )
- 20-12-103-026- 1090 (Affects- P-93 )
- 20-12-103-026- 1091 (Affects- P-94 )
- 20-12-103-026- 1092 (Affects- P-95 )
- 20-12-103-026- 1093 (Affects- P-96 )
- 20-12-103-026- 1094 (Affects- P-97 )
- 20-12-103-026- 1095 (Affects- P-98 )
- 20-12-103-026- 1096 (Affects- P-99 )
- 20-12-103-026- 1097 (Affects- P-100)

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