



Doc# 1635815011 Fee \$48.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/23/2016 09:26 AM PG: 1 OF 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
John Halula / 305-789-7796

B. E-MAIL CONTACT AT FILER (optional)
john.halula@hklaw.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

John Halula
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

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
Kireland North Dearborn Street Chicago, LLC, a Delaware limited liability company

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
18851 N.E. 29th Avenue, Suite 303 Aventura FL 33180 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
Citibank, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1615 Brett Road, Ops III Newcastle DE 19720 USA

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

See Schedule 1 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:

To be recorded in Cook County, Illinois

898506403 3/10 (4/5)

Handwritten signature and number 6

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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 <input type="checkbox"/>					
OR	9a. ORGANIZATION'S NAME Kireland North Dearborn Street Chicago, LLC				
	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 <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					
OR	10a. ORGANIZATION'S NAME				
	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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS				
			CITY	STATE	POSTAL CODE
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):					
13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)			14. This 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 a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):			16. Description of real estate: <div style="text-align: center; padding: 10px;"> See Exhibit "A" attached to Schedule 1. </div>		
17. MISCELLANEOUS:					

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SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

All those certain lots, pieces, or parcels of land lying and being in Cook County, State of Illinois, being legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with the buildings and improvements now or hereafter situated thereon (the "Improvements").

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Land, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

TOGETHER WITH any and all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time, and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, issues and profits from the Land and Improvements;

TOGETHER WITH any and all tangible property (collectively, the "Equipment") now or hereafter owned by Mortgagor and now or hereafter located at, affixed to, placed upon or used in connection with the Land or the Improvements, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; and any other items of property, wherever kept or stored, if acquired by Mortgagor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof, all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Mortgage;

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) all rights of Mortgagor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of Mortgagor and/or Mortgagee with respect to the Improvements or the Equipment, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Equipment; (c) all rights of Mortgagor in and to all supplies and materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements; and (d) all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with,

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affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts, plans and permits for or related to the Land or its development or the construction or refurbishing of the Improvements, (ii) any agreements for the provision of utilities to the Land or the Improvements, (iii) all payment, performance and/or other bonds, (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (v) any restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land; and

All capitalized terms shall have the meaning ascribed to them in the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") executed by the Debtor, as the Mortgagor under the Mortgage, in favor of Secured Party, as the Mortgagee under the Mortgage, on or about the date herewith and recorded in the Public Records of Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY (ALL TAKEN AS ONE TRACT) LYING EAST OF THE WEST 140.00 FEET THEREOF:

LOTS 1 THROUGH 6, BOTH INCLUSIVE, IN OGDEN'S SUBDIVISION OF BLOCK 18 IN WOLCOTT'S ADDITION TO CHICAGO AND LOTS 1 THROUGH 5, BOTH INCLUSIVE, IN JOHN SEBA'S SUBDIVISION OF LOTS 7 AND 8 IN OGDEN'S SUBDIVISION OF BLOCK 18 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4, OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART LYING ABOVE A HORIZONTAL PLANE AT THE VERTICAL ELEVATION (CHICAGO CITY DATUM) OF 13.00 FEET AND BELOW THE HORIZONTAL PLANES FORMED BY CONNECTING THE VERTICES FORMED BY CONNECTING THE VERTICAL ELEVATION POINTS ATTACHED TO THE FOLLOWING CALLS OF THE PROPERTY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $00^{\circ}03'47''$ EAST ALONG THE WEST LINE OF SAID TRACT 80.30 FEET TO THE WESTERLY EXTENSION OF THE CENTERLINE OF AN INTERIOR WALL, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET (THE FOLLOWING TWENTY-FIVE (25) CALLS BEING ALONG THE CENTERLINE OF INTERIOR WALLS); THENCE NORTH $89^{\circ}58'16''$ EAST, 28.43 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 28.78 FEET; THENCE SOUTH $00^{\circ}01'44''$ EAST, 10.34 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.01 FEET; THENCE NORTH $89^{\circ}58'16''$ EAST, 6.22 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 28.70 FEET, THENCE CONTINUING NORTH $89^{\circ}58'16''$ EAST, ALONG A LINE COMMENCING AT A POINT PLUMB TO THE LAST DESCRIBED POINT, HAVING AN ELEVATION OF 30.20 FEET, A DISTANCE OF 17.86 FEET AND HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH $00^{\circ}01'44''$ EAST, 23.27 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH $89^{\circ}58'16''$ WEST, 16.09 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE NORTH $00^{\circ}01'44''$ WEST, 13.55 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH $89^{\circ}58'16''$ WEST, 8.00 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 30.20 FEET; THENCE SOUTH $00^{\circ}01'44''$ EAST ALONG A LINE COMMENCING AT A POINT PLUMB TO THE LAST DESCRIBED POINT HAVING AN ELEVATION OF 29.22 FEET, A DISTANCE OF 18.64 FEET AND HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $89^{\circ}58'16''$ EAST, 23.75 FEET; TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE SOUTH $00^{\circ}01'44''$ EAST, 1.67 FEET; TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $89^{\circ}58'16''$ EAST, 29.74 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $00^{\circ}01'44''$ WEST, 0.98 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $89^{\circ}58'16''$ EAST, 17.50 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $00^{\circ}01'44''$ WEST, 5.83 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $89^{\circ}58'16''$ EAST, 4.70 FEET TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH $00^{\circ}01'44''$ WEST, 0.55 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET;

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THENCE NORTH 89°58'16" EAST, 11.85 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 00°01'44" WEST, 12.49 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 18.90 FEET TO A POINT, HAVING A VERTICAL ELEVATION OF 29.85; THENCE SOUTH 00°01'44" EAST, 5.26 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 17.34 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE SOUTH 00°01'44" EAST, 8.26 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; THENCE NORTH 89°58'16" EAST, 28.95 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET; TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°02'06" EAST ALONG THE EAST LINE OF SAID TRACT, 45.87 FEET, TO A POINT HAVING A VERTICAL ELEVATION OF 29.85 FEET, TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89°57'37" WEST ALONG THE SOUTH LINE OF SAID TRACT, 181.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR SUPPORT, COMMON WALLS, CEILING AND FLOORS, EQUIPMENT AND UTILITIES, CONSTRUCTION EASEMENT, UPPER ROOF, LOADING AREA AND EMERGENCY ACCESS, PARTICULARLY DESCRIBED AND DEFINED IN THE AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS MADE BY AND AMONG POINTE REYES, L.L.C. AND FARALLON DEVELOPMENT GROUP, LLC. RECORDED AUGUST 29, 2001 AS DOCUMENT NO. 0010802894 AS AMENDED BY DOCUMENT NO. 0011241862, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 4 AFORESAID.

Common Address

600 North Dearborn Street, Chicago, IL

Property Index Number

17-09-233-023-0000