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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/27/2017 09:17 AM PG: 1 OF 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

8983354713

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Morrison & Foerster LLP  
250 West 55th Street  
New York, New York  
Attention: Lawrence A. Ceriello, Esq.

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  
AGNL MAIL, L.L.C.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS:  
ANGELO GORDON & CO., 245 PARK AVENUE 24<sup>TH</sup> FL

CITY  
NEW YORK

STATE  
NY

POSTAL CODE  
10107

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 Debtor's name (3a or 3b):

3a. ORGANIZATION'S NAME  
CITI REAL ESTATE FUNDING INC.

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS:  
390 GREENWICH STREET 7<sup>TH</sup> FL

CITY  
NEW YORK

STATE  
NY

POSTAL CODE  
10013

COUNTRY  
USA

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

Box 400

5. Check only if applicable and check only one box. Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)

6a. Check only if applicable and check only one box

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility  Agricultural Lien

8. OPTIONAL FILER REFERENCE DATA:

TO BE FILED WITH THE COOK COUNTY CLERK (CITI/ANGELO GORDON - 71995/109)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

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INT

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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:  
AGNL MAIL, L.L.C.

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 records) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  covers timber to be cut  covers oil-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 10 (if Debtor does not have a record interest):  
AGNL MAIL, L.L.C.  
ANGELO, GORDON & CO.  
245 PARK AVENUE  
24TH FLOOR  
NEW YORK, NEW YORK 10167

16. Description of real estate:  
PROPERTY:  
1900 S. 25TH AVENUE  
BROADVIEW, ILLINOIS 60153  
AND  
1351 S. WHEELING ROAD  
WHEELING, ILLINOIS 60090  
  
SEE EXHIBIT A ATTACHED HERETO FOR FULL LEGAL DESCRIPTION

17. MISCELLANEOUS:

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## Schedule A UCC-1 Financing Statement

### Debtor

AGNL MAIL, L.L.C.  
Angelo, Gordon & Co.  
245 Park Avenue  
24<sup>th</sup> Floor  
New York, New York 10167

### Secured Party

CITI REAL ESTATE FUNDING INC.  
390 Greenwich Street  
7<sup>th</sup> Floor  
New York, New York 10013

This financing statement covers all right, title, interest and estate of the Debtor, now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and interests being collectively referred to herein as the "Mortgaged Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall

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have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of all of the above, provided, however that "Personal Property" shall not include personal property and trade fixtures, machinery, office, manufacturing and warehouse equipment which are not necessary to the operation of the buildings which constitute part of the Property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any ownership interest or other right therein (but specifically limited to Debtor's ownership interest or right therein);

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use and/or occupy the Property (or any portion thereof), and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") 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, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property (or any portion thereof), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of use and/or occupancy of the Property (or any portion thereof) and/or rendering of services by Debtor or Manager, if any, or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. Insurance proceeds in respect of the Property under any insurance policies maintained by, or on behalf of, Debtor, insuring the Property pursuant to the Loan Agreement, including, without limitation, the right to receive and apply the proceeds of

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any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the “**Insurance Proceeds**”)

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”);

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, while an Event of Default remains uncured, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements (including, without limitation, the Holdback Escrow Agreement (as defined in the Loan Agreement)), contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of any default hereunder beyond any applicable notice and cure period, to receive and collect any sums payable to Debtor thereunder

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the “**Accounts**”);

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

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**“Mortgage”** means that certain Mortgage and Security Agreement and Fixture Filing dated March 22, 2017 given by Debtor in favor of Secured Party as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

All defined terms used but not herein defined shall have the meaning ascribed to such term in the Mortgage.

Property of Cook County Clerk's Office



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## Exhibit A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE EAST 600 FEET OF THE WEST 650.0 FEET OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 175.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE WEST 650.00 FEET AND EXCEPT THE SOUTH 175.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 TO 36, BOTH, INCLUSIVE IN BLOCK 4, TOGETHER WITH ALL OF THE NORTH AND SOUTH VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4 LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 11 AND LOT 36 AND THE EAST LINE OF SAID LOT 11 PRODUCED NORTH TO THE SOUTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE SOUTH LINE OF LOT 10 AFORESAID, IN SAID BLOCK 4 PRODUCED WEST TO THE SOUTHEAST CORNER OF SAID LOT 11 IN SAID BLOCK 4 AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 1 AFORESAID, IN SAID BLOCK 4, PRODUCED WEST TO THE NORTHEAST CORNER OF SAID LOT 36 IN SAID BLOCK 4, AND ALL OF THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 4, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 23, BOTH INCLUSIVE, IN SAID BLOCK 4, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 24 TO 36, BOTH INCLUSIVE, IN SAID BLOCK 4 LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 11 IN BLOCK 4 PRODUCED NORTH TO THE SOUTHEAST CORNER OF LOT 36 IN BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 AS AFORESAID AND LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4 PRODUCED NORTH, TO THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK 4, ALL IN SHEKLETON BROS, 25TH AVENUE & HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818;

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ALSO THE NORTH HALF OF THAT PART OF POLK STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 23, BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST TO THE SOUTHEAST CORNER OF LOT 11, ALL IN SAID BLOCK 4, LYING EAST OF AND ADJOINING THE WEST LINE OF LOT 23 IN SAID BLOCK 4, PRODUCED SOUTH AND LYING WEST OF AND ADJOINING THE EAST LINE OF LOT 10 IN SAID BLOCK 4, PRODUCED SOUTH IN SAID SHEKLETON BROS. 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

ALL OF BLOCK 5, TOGETHER WITH THE EAST HALF OF THE NORTH AND SOUTH VACATED ALLEY LYING WEST AND ADJOINING LOT 1 TO 10, BOTH INCLUSIVE, THE WEST HALF OF THE VACATED NORTH AND SOUTH ALLEY LYING EAST AND ADJOINING LOTS 11 AND 36 AND THE EAST LINE OF LOT 11 EXTENDED NORTH TO THE SOUTHEAST CORNER OF LOT 36; THE NORTH HALF OF THE VACATED EAST AND WEST ALLEY LYING SOUTH AND ADJOINING LOT 24 TO 36, BOTH INCLUSIVE; THE SOUTH HALF OF THE VACATED EAST AND WEST ALLEY LYING NORTH AND ADJOINING LOTS 11 TO 23, BOTH INCLUSIVE, THE SOUTH HALF OF THE VACATED POLK STREET LYING NORTH AND ADJOINING LOTS 24 TO 36, BOTH INCLUSIVE, AND LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WEST TO THE NORTHEAST CORNER OF LOT 36, ALL IN BLOCK 5 IN SHEKLETON BROS. 25TH AVENUE & HARRISON STREET ADDITION TO BROADVIEW, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1926 AS DOCUMENT 9273818, IN COOK COUNTY, ILLINOIS.

03 14 300 00 8 + 009

15 16 411 037

15 16 412 001 through 036