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1710729063

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Ajay Raju, Esq. (215) 575-7140
B. E-MAIL CONTACT AT FILER (optional) ARaju@dilworthlaw.com
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Dilworth Paxson LLP 1500 Market Street Suite 3500E Philadelphia, PA 19102 Attention: Ajay Raju, Esq.

Doc# 1710729063 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/17/2017 11:54 AM PG: 1 OF 5

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 HIT PORTFOLIO I OWNER, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS 3950 University Drive, Suite 301			CITY Fairfax	STATE VA	POSTAL CODE 22030	COUNTRY USA
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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
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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 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF EQTY 2014-INNS MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS 323 Norristown Road, Suite 300			CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits A and B attached hereto and made a part herewith.



Near North National Title

222 N. LaSalle

Chicago, IL 60601

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:

Cook County, Illinois

International Association of Commercial Administrators (IACA)

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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	HIT PORTFOLIO I OWNER, LLC		
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 application)

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 Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

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EXHIBIT A

SCHEDULE OF COLLATERAL TO FINANCING STATEMENT NAMING HIT PORTFOLIO I OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS DEBTOR, AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF EQTY 2014-INNS MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS- THROUGH CERTIFICATES, C/O BERKADIA COMMERCIAL MORTGAGE LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SUBSERVICER FOR KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS MASTER SERVICER, AS SECURED PARTY

The financing statement covers the following:

(a) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land more particularly described in Exhibit B attached hereto (the "Improvements"), (b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (c) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of any of the property or other items included in this Exhibit, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land, Improvements and Fixtures (the "Personalty"), (d) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to any of the property or other items included in this Exhibit, (e) to the extent Debtor has an interest therein, all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (f) all leases, subleases, licenses, usufructs, concessions, occupancy agreements, or other agreements (written or oral now or at any time in effect) which grant a possessory interest in, or the right to use, all or

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any part of the Secured Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition of relief under 11 U.S.C. § 101 et seq., as same may be amended from time to time (the "Bankruptcy Code")) and property or other items included in this Exhibit, together with all related security and other deposits (the "Leases") and all of Debtor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (g) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Secured Property whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, any of the property or other items included in this Exhibit (the "Rents"), (h) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of any of the property or other items included in this Exhibit (the "Property Agreements"), (i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the property or other items included in this Exhibit, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (j) all accessions, replacements and substitutions for any of the property or other items included in this Exhibit and all proceeds thereof, (k) all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, (l) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Secured Property, (m) all tradenames, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Secured Property; and (n) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used herein, the term "Secured Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

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EXHIBIT B

DESCRIPTION OF REAL ESTATE

PARCEL I

LOTS 2, 2A, 2B, 2C, 2D, AND 2E IN NORTH BRIDGE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED DECEMBER 22, 2005 AS DOCUMENT NUMBER 0535603099, SITUATED IN COOK COUNTY, ILLINOIS.

PARCEL II

EASEMENT FOR INGRESS, EGRESS AND THE USE OF PARKING SPACES GRANTED BY THE BLOCK 119 PARKING EASEMENT AGREEMENT (IN FAVOR OF BLOCK 120 HOTEL) DATED JULY 28, 1998 AND FILED OF RECORD ON AUGUST 4, 1998 AS DOCUMENT NUMBER 98684769 BY RN 120 COMPANY, LLC (GARAGE OWNER) AND RN 120 COMPANY, LLC (HOTEL OWNER). FIRST AMENDMENT RECORDED ON MAY 21, 1999 AS DOCUMENT NUMBER 99493014.

PARCEL III

EASEMENT FOR PURPOSES OF EXISTENCE, ATTACHMENT AND MAINTENANCE OF HOTEL OWNED FACILITIES IN THE RETAIL BUILDING; INGRESS AND EGRESS FOR USE; STRUCTURAL SUPPORT; USE OF FACILITIES TO PROVIDE THE HOTEL WITH UTILITIES OR OTHER SERVICES; USE AND MAINTENANCE OF SIGNS AND CANOPY, COMMON WALLS, CEILINGS AND FLOORS; RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR AND REPLACE UTILITIES; DELIVERY AND TRASH AREAS, USE AND MAINTENANCE OF MECHANICAL ROOMS, STAIRWAYS; USE OF ELECTRIC RISER; USE AND MAINTENANCE OF SERVICE ELEVATOR, EXISTENCE OF ENCROACHMENTS AND EMERGENCY ACCESS GRANTED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 18, 1999 AND FILED OF RECORD ON FEBRUARY 3, 1999 AS DOCUMENT NUMBER 99493014 BY RN 120 COMPANY, LLC AND EQUITY INNS PARTNERSHIP, L.P.

Tax Parcel ID: 17-10-120-037-0000, 17-10-120-038- 0000, 17-10-120-039-0000, 17-10-120-040-0000, 17-10- 120-041-0000, 17-10-120-042-0000; 17-10-120-043-0000, and 17-10-120-044-0000

Address: 40 East Grand Ave, Chicago, IL 60611