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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/13/2017 03:59 PM PG: 1 OF 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

4/8 CH  
8/2/2017

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Polsinehl PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Attention: John W. Peterson, 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  
SCRE II SHAFER COURT, LIMITED PARTNERSHIP

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o Second City Real Estate II, Limited Partnership and Free Market Ventures, LLC Chicago IL 60606 USA

160 North Wacker Drive, 4<sup>th</sup> Floor

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

USA

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  
PEP HOLDING COMPANY V, LLC

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o Prime Finance Partners Chicago IL 60601 USA

233 North Michigan Avenue, Suite-1915

4. COLLATERAL: This financing statement covers the following collateral

All assets and personal property of the Debtor, whether now owned or hereafter acquired, including, without limitation, the property described in the Schedule of Collateral attached hereto and incorporated herein by reference, and all products and proceeds thereof and additions and accessions thereto.

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:

PRIME FINANCE/6400 SHAFER (2017) File No. 066558/488801 -Cook County, Illinois

**UNOFFICIAL COPY****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

SCRE II SHAFER COURT, LIMITED PARTNERSHIP

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)

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

USA

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

USA

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:

Please see Exhibit "A" attached hereto and made a part hereof.

17. MISCELLANEOUS:

PRIME FINANCE/6400 SHAFER (2017) File No. 066558/488801 -Cook County, Illinois

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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## SCHEDULE OF COLLATERAL TO UCC FINANCING STATEMENT

**SCRE II SHAFER COURT, LIMITED PARTNERSHIP, A DELAWARE  
LIMITED PARTNERSHIP, AS DEBTOR,  
AND  
PFP HOLDING COMPANY V, LLC, A DELAWARE LIMITED LIABILITY  
COMPANY, AS SECURED PARTY**

The land described in Exhibit A (the “Premises”), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the “Improvements”); **TOGETHER WITH:** all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the “Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the “Encumbered Property”):

(a) all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor or, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the “Equipment”), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any “security interest” as defined in the Uniform Commercial Code, as in effect in the State where the Encumbered Property is located (the “UCC”), superior in lien to the lien granted to Secured Party;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in

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lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, and any agreements providing for the termination or settlement of any of the foregoing or in any manner affecting the timing or term of any of the foregoing, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, lease termination fees or payments, other payments in consideration of any modification or termination of any of the foregoing, 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 Premises and/or the Improvements, 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 the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with 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;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Encumbered Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Encumbered Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Encumbered Property and to commence any action or proceeding to protect the interest of Secured Party in the Encumbered Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, deposit accounts, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Encumbered Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Encumbered Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Encumbered Property, or the use, operation, maintenance,

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occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the “**Intangibles**”);

(h) any interest rate protection arrangement to which Debtor is a party, including the Interest Rate Protection Agreement, and all agreements, instruments, documents and contracts now or hereafter entered into by Debtor with respect to any such interest rate protection arrangement, including the Interest Rate Protection Agreement; and

(i) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution, replacement, modification or termination of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under Title 11 of the United States Code (the “**Bankruptcy Code**”) is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted to Secured Party shall automatically extend to all Rents acquired by Debtor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

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**EXHIBIT A TO  
SCHEDULE OF COLLATERAL  
SCRE II SHAFER COURT, LIMITED PARTNERSHIP, AS DEBTOR,  
PFP HOLDING COMPANY V, LLC, AS SECURED PARTY**

Property Address: 6400 Shafer Court, Rosemont, Illinois 60018

Permanent Index Number: 12-03-100-015-0000

REAL PROPERTY IN THE CITY OF ROSEMONT, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE OF SHAFER COURT ACCORDING TO THE DEED TO THE VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT 23397310 AND LYING WEST OF AND ADJOINING A LINE DRAWN SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, TO THE SOUTH LINE OF SAID LOT 6 FROM A POINT ON SAID NORTH LINE AT LOT 6, WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTER LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 6 WITH THE EASTERLY LINE OF SHAFER COURT ACCORDING TO THE DEED TO THE VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT 23397310; THENCE NORTH 87 DEGREES 39 MINUTES 31 SECONDS EAST ON AN ASSUMED BEARING, A DISTANCE OF 508.72 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON SAID NORTH LINE OF LOT 6 WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTERLINE OF RIVER ROAD; THENCE SOUTH 02 DEGREES 20 MINUTES 29 SECONDS EAST, AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 347.87 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 87 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 597.83 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE EASTERLY LINE OF SAID SHAFER COURT; THENCE NORTH 14 DEGREES 19 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.08 FEET ALONG THE EASTERLY LINE OF SAID SHAFER COURT TO A BEND POINT IN SAID EASTERLY LINE; THENCE NORTH 11 DEGREES 41 MINUTES 57 SECONDS EAST, A DISTANCE OF 312.83 FEET ALONG THE EASTERLY LINE OF SAID SHAFER COURT TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.