

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc# 1722245091 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/10/2017 03:11 PM PG: 1 OF 8

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Andrews Kurth
1717 Main Street, Suite 3700
Dallas, TX 75201
Attention: Scott Magdziak, 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
AP 100 W. HURON PROPERTY, LLC
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS
640 North LaSalle Drive, Suite 275
Chicago IL 60654 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
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
SPECIAL SITUATIONS INVESTING GROUP II, LLC
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS
6011 Connection Drive
Irving TX 75039 USA

4. COLLATERAL: This financing statement covers the following collateral:
All of Debtor's assets now owned or hereafter acquired, including but not limited to all of Debtor's right, title and interest in and to the collateral described on Schedule A attached hereto and made a part hereof.

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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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Cook County Filing

REVIEW [Signature]

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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

AP 100 W. HURON PROPERTY, 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 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 Exhibit A attached hereto.

17. MISCELLANEOUS:

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

The Mortgaged Property, as defined below. Capitalized terms not otherwise defined herein shall have the definition provided in that certain Construction Mortgage, Security Agreement, Assignment of Rents and Fixture Filing by Debtor for the benefit of Secured Party.

Defined Terms:

Code: The Uniform Commercial Code, as amended from time to time, in effect in the state in which the Mortgaged Property is situated.

Construction Contracts: Collectively, the right, title and interest of Debtor in any and all contracts, subcontracts and agreements, written or oral, between Debtor and any other party, and between parties other than Debtor in any way relating to any restoration, renovation, expansion, repair or construction of all or any portion of the Improvements or the supplying of material (especially fabricated or otherwise), labor, supplies or other services therefor.

Contracts: All of the right, title and interest of Debtor, including equitable rights, in, to and under any and all: (i) agreements relating in any way to the construction and/or development of the Improvements or provision of materials therefor; (ii) contracts for the purchase and/or sale of all or any portion of the Mortgaged Property, whether such contracts are now or at any time hereafter existing, including any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (iii) contracts, licenses, permits and rights relating to living unit equivalents or other entitlements with respect to water, wastewater and other utility services whether executed, granted or issued by a Person, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Mortgaged Property, whether such contracts, licenses, permits, rights and entitlements are now or at any time thereafter existing, including any and all certificates, licenses, zoning variances, permits and no-action letters from each Governmental Authority required: (a) to evidence compliance by Debtor and all improvements constructed or to be constructed on the Mortgaged Property with all Legal Requirements applicable to the Mortgaged Property, (b) for the construction and/or development of any improvements on the Mortgaged Property or rehabilitation thereof, if applicable, and (c) to develop and/or operate the Mortgaged Property as a hotel and/or retail project project, as the case may be; (iv) financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; (v) economic incentives or similar agreements or understandings; (vi) agreements relating in any way to the construction, development or rehabilitation of the Land or Improvements or provision of materials therefor including all Construction Contracts; (vii) contracts with architects or engineers or others for the preparation or provision of any Plans, including all amendments and supplements to and renewals and extensions of such contracts at any time made; and (viii) all other contracts which in any way relate to the use, enjoyment,

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occupancy, operation, maintenance, repair, management or ownership of the Mortgaged Property (save and except any and all Leases).

Development Contracts: Collectively, the right, title and interest of Debtor in any and all contracts, subcontracts and agreements, written or oral, between Debtor and any other party, and between parties other than Debtor in any way relating to any restoration, renovation, expansion, repair, development or construction of all or any portion of the Improvements or the supplying of material (especially fabricated or otherwise), labor, supplies or other services therefor.

Fixtures: All materials, supplies, equipment, systems, apparatus and other items now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Improvements or the Land, which are now owned or hereafter acquired by Debtor and are now or hereafter attached to the Land or the Improvements, including any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including stairways, elevators, escalators and conveyors), incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, lighting, traffic control, waste disposal, raw and potable water, gas, electrical, storm and sanitary sewer, telephone and cable television facilities, and all other utilities whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

Improvements: Any and all buildings, covered garages, air conditioning towers, open parking areas, structures and other improvements of any kind or nature all as more particularly described in the Plans, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof.

Land: That certain real property or interest more particularly therein described in Exhibit A attached hereto and incorporated herein by reference, together with all rights, titles, interests and privileges of Debtor in and to (i) all streets, ways, roads, alleys, easements (including any easements under zoning lot development and easement agreements, whether now or hereafter affecting such real property), rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water, water rights and water courses which are appurtenant to, located on, under or above or used in connection with the Mortgaged Property, or any part thereof, whether adjudicated or unadjudicated, conditional or absolute, tributary or non-tributary, surface or underground, designated or undesignated; (iv) timber and crops pertaining to such real property; and (v) all appurtenances, including any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to such real property or now or

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hereafter transferred to such real property, and all reversions and remainders in or to such real property.

Leases: The right, title and interest of Debtor in any and all leases, master leases, subleases, licenses, concessions or other agreements (whether written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith, whether entered into before or after the filing by or against Debtor of any petition for relief under the United States Bankruptcy Code, 11 U.S.C. §101, et seq., as amended.

Minerals: All right, title and interest of Debtor, if any, in and to all substances in, on, under or above the Land which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the Land, including oil, gas and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

Mortgaged Property: The Land, Minerals, Fixtures, Improvements, Personalty, Contracts, Plans, Construction Contracts, Development Contracts, Leases, Rents, Reserves and any interest of Debtor now owned or hereafter acquired in and to the Land, Minerals, Fixtures, Improvements, Personalty, Contracts, Construction Contracts, Plans, Development Contracts, Leases, Rents and Reserves, together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations, together with any and all proceeds of any of the foregoing. As used herein, the term "Mortgaged Property" shall be expressly defined as meaning all or, where the context permits or requires, any part of the above and all or, where the context permits or requires, any interest therein.

Personalty: All of the right, title and interest of Debtor in and to: (i) furniture, furnishings, equipment, machinery, tangible personal property and goods located within, used in the operation of or derived from the Improvements; (ii) crops, farm products, timber and timber to be cut, and extracted Minerals; (iii) general intangibles (including payment intangibles), money, insurance proceeds (whether or not such insurance was requested or required by Secured Party), accounts, contract and subcontract rights, trademarks, trade names, copyrights, monetary obligations, chattel paper (including electronic chattel paper), instruments, investment property, documents, letter of credit rights, inventory and commercial tort claims; (iv) all cash funds, fees (whether refundable, returnable or reimbursable), deposit accounts or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures, Contracts, Construction Contracts, Development Contracts or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; (v) the Construction Contracts, Plans (subject to

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applicable copyright laws) and all building and construction materials and equipment; and (vi) all other personal property of any kind or character as defined in and subject to the provisions of the Code; any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, design, development, construction, financing, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof.

Plans: Any and all plans, specifications, shop drawings and other technical descriptions as may be prepared for the construction or rehabilitation of the Improvements or, as applicable, the development of the Land and all supplements thereto and amendments and modifications thereof.

Rents: Any and all rents, revenues, royalties, income, issues, proceeds, bonus monies, profits, security and other types of deposits (after Debtor acquires title thereto) and other benefits paid or payable by parties to the Leases and/or Contracts (other than Debtor) for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any portion of the Mortgaged Property.

Reserves: All sums on deposit or due under any of the Loan Documents now or hereafter executed by Debtor for the benefit of Secured Party including (i) the accounts into which the Reserves have been deposited; (ii) all insurance on said accounts; (iii) all accounts, contract rights and general intangibles or other rights and interests pertaining thereto; (iv) all sums now or hereafter therein or represented thereby; (v) all replacements, substitutions or proceeds thereof; (vi) all instruments and documents now or hereafter evidencing the Reserves or such accounts; (vii) all powers, options, rights, privileges and immunities pertaining to the Reserves (including the right to make withdrawals therefrom); and (viii) all proceeds of the foregoing.

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EXHIBIT A

Land Description

PARCEL 1:

LOTS 24, 25, 26 AND 27 IN BLOCK 30 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, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE TEMPORARY EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF PERMANENT EASEMENTS FOR CONSTRUCTION, ENCROACHMENTS, ADJOINING IMPROVEMENTS AND MAINTENANCE DATED OCTOBER 26, 2015 AND RECORDED NOVEMBER 3, 2015 AS DOCUMENT 1530734049 FROM 710 N. CLARK STREET, LLC (GRANTOR) TO AP 100 W. HURON PROPERTY, LLC (GRANTEE) FOR THE PURPOSE OF:

(A) AN EASEMENT TO ALLOW CONSTRUCTION CRANES AND LOADS TO SWING OVER, ABOVE AND THROUGH THE AIR SPACE OF 710 N. CLARK PROPERTY (AS DEFINED IN SAID DOCUMENT) DURING THE INSTALLATION, LOCATION, CONSTRUCTION, REPAIR, MAINTENANCE OR RECONSTRUCTION OF THE 100 W. HURON IMPROVEMENTS DURING THE CONSTRUCTION PERIOD (AS DEFINED IN SAID DOCUMENT);

(B) EASEMENT FOR INGRESS AND EGRESS OVER THE 710 N. CLARK PROPERTY TO ERECT AND ATTACH NETTING UPON AND SAFETY ITEMS OVER PORTIONS OF THE 710 N. CLARK IMPROVEMENTS DURING THE CONSTRUCTION PERIOD;

(C) EASEMENT TO INSTALL, LOCATE, MAINTAIN, CONSTRUCT AND RECONSTRUCT STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, CAISSON BELLS, UNDERPINNING AND OTHER SUPPORTING COMPONENTS BELOW THE SURFACE OF THE 710. CLARK PROPERTY GREATER THAN 20 FEET BELOW-GRADE DURING THE CONSTRUCTION PERIOD;

(D) EASEMENT TO INSTALL, LOCATE, CONSTRUCT, MAINTAIN AND RECONSTRUCT AN ADJACENT OR ADJOINING EXTERIOR WALL, TOGETHER WITH SHARED WEATHER PROOFING, FLASHING, PARAPETS, CAPPING DEVICES AND OTHER RELATED FACILITIES UPON THE 710 N. CLARK IMPROVEMENTS AND THE 100 W. HURON IMPROVEMENTS (AS DEFINED IN SAID DOCUMENT) DURING THE CONSTRUCTION PERIOD; OVER THE FOLLOWING DESCRIBED LAND:

LOT 23 IN BLOCK 30 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, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY OF PERMANENT EASEMENTS FOR CONSTRUCTION, ENCROACHMENTS, ADJOINING IMPROVEMENTS AND MAINTENANCE DATED OCTOBER 26, 2015 AND RECORDED NOVEMBER 3, 2015 AS DOCUMENT 1530734049 FROM 710 N. CLARK STREET, LLC (GRANTOR) TO AP 100 W. HURON PROPERTY, LLC (GRANTEE) FOR THE PURPOSE OF:

(A) AN EASEMENT ALLOWING THE PERMANENT ENCROACHMENTS OF STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, CAISSON BELTS, UNDERPINNING AND OTHER SUPPORT COMPONENTS;

(B) AN EASEMENT ALLOWING THE PERMANENT ENCROACHMENTS OF AN ADJACENT OR ADJOINING EXTERIOR WALL, TOGETHER WITH SHARED WEATHER PROOFING, FLASHING, PARAPETS, CAPPING DEVICES AND OTHER RELATED FACILITIES WHICH ARE PART OF THE 100 W. HURON IMPROVEMENTS AND SHALL BE LOCATED ON THE 710 N. CLARK PROPERTY PURSUANT TO SECTION 1-D OF SAID DOCUMENT;

(C) AN EASEMENT ALLOWING ANY MINOR, NON-MATERIAL, NON-INTENTIONAL INCIDENTAL ENCROACHMENTS;

(D) AN EASEMENT FOR INGRESS AND EGRESS OVER, UPON, UNDER AND THROUGH THE 710 N. CLARK PROPERTY TO PERMIT THE MAINTENANCE, REPAIR OR RECONSTRUCTION OF ANY BELOW GRADE CAISSONS OR CAISSON BELLS, ANY ADJACENT OR ADJOINING WALLS OR FLASHING USED TO BRIDGE THE GAP BETWEEN ANY ADJACENT WALLS; OVER THE FOLLOWING DESCRIBED LAND:

LOT 23 IN BLOCK 30 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, IN COOK COUNTY, ILLINOIS.

PINS:

17-09-211-007-0000

THIS TAX NUMBER AFFECTS PART OF PIQ AND NO OTHER PROPERTY. LOT 24.

17-09-211-008-0000

THIS TAX NUMBER AFFECTS PART OF PIQ AND NO OTHER PROPERTY. LOT 25.

17-09-211-009-0000

THIS TAX NUMBER AFFECTS PART OF PIQ AND NO OTHER PROPERTY. PART LOT 26.

17-09-211-010-0000

THIS TAX NUMBER AFFECTS PART OF PIQ AND NO OTHER PROPERTY. PART LOT 26 AND LOT 27

CKA:

110 W. HURON

CHICAGO ILLINOIS 60611