#1722904006* Doc# 1722904006 Fee \$50.00 RHSP FEE:S9.00 RPRF FEE: \$1.00

		· DOC# 1	12270	4006 Fee \$50,	00
UCC FINANCING STATEMENT FOLLOWINSTRUCTIONS		RHSP FEE: Karen a.y		RPRF FEE: \$1.00 GH	
A. NAME & PHONE OF CONTACT AT FILER (optional)		COOK COUN	TY REC	ORDER OF DEEDS	
JUSTIN M. NEWMAN 312-580-2327		DATE: 08/17/2017 09:12 AM PG: 1 OF 7			
B. E-MAIL CONTACT AT FILER (optional) jmnewman@thompsoncoburn.com					OF 7
C. SEND ACKNOWLEDGMENT TO: (Name and Address)					** ,
Thompson Coburn LLP	$\overline{}$				
55 E. Monroe Street					
37th Floor					
r Chicago, IL 60603	1				
		THE ABOVE SPACE	CE IS EC	R FILING OFFICE USE	ONLY
	e exact, full name; do not omit, modified provide the Individual Debtor info				
13. ORGANIZATION'S NAME O'HARE REAL ESTATE, LLC					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAI	ИE	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
1375 REMINGTON ROAD #E	SCHAUMBU	JRG	IL	60173	
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here as a consideration and a consideration are considered. 2a. ORGANIZATION'S NAME	exact, Juli rame; do not omit, modify nd provide the Individual Debtor info				
ORCHARDS LOT 6, LLC	· C				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PE SOI AL NAM	ME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c MAILING ADDRESS	CITY		07175	POSTAL CODE	loo merani
1375 REMINGTON ROAD #E	SCHAUMBU	JRG	STATE	60173	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIG	NOR SECURED PARTY): Provide o	nly one Se ureo party name	(3a or 3b))	
38. ORGANIZATION'S NAME BARRINGTON BANK & TRUST CO	OMPANY, N.A.	<u> </u>			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAI	WF C	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX

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

3c. MAILING ADDRESS

201 S. HOUGH STREET

See Exhibit "A" attached hereto and made a part hereof for a description of the Collateral, including but not limited to, all machinery, equipment, furniture, fixtures and articles of personal property.

BARRINGTON

CITY

The Real Estate is described in Exhibit "B" attached hereto and made a part hereof.

Box 400

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a Tru	st (see UCC1Ad, item 17 and Instructions)	being administered by a Dec	edent's Personal Representative
6a. Check only if applicable and check only one box:		6b. Check only if applicable	and check <u>only</u> 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/Buy	er Bailee/Bailor	Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:			F#589039
Filed with: IL - Cook County Recorder			A#815590

POSTAL CODE

62010

COUNTRY

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS					
9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, it because Individual Debtor name did not fit, check here	f line 1b was left blank				
9a. ORGANIZATION'S NAME O'HARE REAL ESTATE, LLC					
OR 9b. INDIVIDUAL'S SURNAME					
FIRST PERSONAL N',ML					
ADDITIONAL NAME(S)/INITIALIS)	SUFFIX				
10. DEBTOR'S NAME: Provide (10a or 10L) only one additional Debtor name or	r Debtor name that did not fit in I			IS FOR FILING OFFICE (tatement (Form UCC1) (use	
do not omit, modify, or abbreviate any part of the Protor's name) and enter the name and enter the name of the nam	nalling address in line 10c				
OR 10b. INDIVIDUAL'S SURNAME					
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	7				SUFFIX
10c. MAILING ADDRESS	CITY	\$	STATE	POSTAL CODE	COUNTRY
11. ADDITIONAL SECURED PARTY'S NAME or ASSIGN	OR SECURE O FARTY'S	NAME: Provide onl	y <u>one</u> na	ime (11a or 11b)	<u> </u>
OR 111b, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		PDITIO	NA NAME (OMALITALIO)	CHECK
				NAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	(Q)	STATE	POSTAL CODE	COUNTRY
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):		1	0.	1	
			O .	0,5,	
				Tico Co	
13. X This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEN covers timber to be cu		tracted o	collateral X 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: The Real Estate and made a part		n Ex		
17. MISCELLANEOUS: IL - COOK COUNTY	1				

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EXHIBIT "A" TO UCC FIXTURE FINANCING STATEMENT

BARRINGTON BANK & TRUST COMPANY, N.A., as Secured Party, and O'HARE REAL ESTATE, LLC, an Illinois limited liability company, and ORCHARDS LOT 6, LLC, an Illinois limited liability company, as Debtors

Debtor hereby grants to Secured Party a security interest in and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party the property described as follows (hereinafter referred to collectively as the "Collateral"):

- A. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing neat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shares, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the Property or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.
- B. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.
- C. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, nerketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered into by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to nonperformance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the building and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

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- D. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.
- E. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.
- F. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Colliteral, the Property or any building or improvement now or hereafter located on the Property whether or not such policy or agreement is owned or was provided by Debtor or names. Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.
- G. Any and all contracts for the purchase or sale of the Property or any of the improvements to be built on the Property.
- H. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.
- I. All proceeds of, substitutions and replacements for, accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of tale and all other documents and instruments.
- J. Any and all right, title and interest of Debtor in and to any and all rents, leases and security deposits.
- K. A lien upon and security interest in (and Secured Party may, without demand or notice of any kind, when any amount shall be due and payable by Debtor, appropriate and apply toward the payment of such amount, in such order of application as Secured Party may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Debtor now or hereinafter in the possession of Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for

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any reason or purpose whatsoever, in the possession or control of, or in transit to, Secured Party or any agent or bailee for Secured Party. Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including without limitation, the right to sell or otherwise dispose of any or all of such property.

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EXHIBIT "B" TO UCC FIXTURE FINANCING STATEMENT

BARRINGTON BANK & TRUST COMPANY, N.A., as Secured Party, and O'HARE REAL ESTATE, LLC, an Illinois limited liability company, and ORCHARDS LOT 6, LLC, an Illinois limited liability company, as Debtors

LEGAL DESCRIPTION

PARCEL S

LOTS 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT Y, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASLMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY) AND O'HARE REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (DEVELOPER) DATED JANUARY 31, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1704519092 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS OVER THE FOLLOWING DESCRIBED LAND: LOTS 2, 4 AND 8 IN THE FINAL PLAT OF THE ORCHARDS AT O'HAKE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY), THE ROSEMONT PARK DISTRICT, AN ILLINOIS PARK DISTRICT (DISTRICT) AND OUTFRONT MEDIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BILLBOARD TENANT), DATED NOVEMBER 22, 2016 AND RECORDED JANUARY 20, 2017 AS DOCUMENT 1702018084 FOR THE PURPOSE OF CITY PUBLIC INGRESS, EGRESS, CIRCULATION AND PARKING EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

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LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED CEBRUARY 14, 2017 AS DOCUMENT 1704519094 FOR THE PURPOSE OF INGRESS, EGRESS, DRAINAGE, UTILITY FACILITIES AND PARKING OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISION'S TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING THE PLAT THERE OF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

Address of Property:

3251 North Mannheim Road Des Plaines, IL 60018

Permanent Index Nos.:

09-33-305-002-0000 09-32-305-005-0000 09-33-205-006-0000 09-33-305-009-0000 09-33-305-013-0000 09-33-305-014-0000 09-33-305-015-8001 09-33-305-015-8002

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