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Freedom Title Corporation
2220 Hicks Road
Suite 206
Rolling Meadows, IL 60008

6717218

6/6



Doc# 1734549276 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/11/2017 03:00 PM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> MUFG UNION BANK, N.A. C/O SCHIFF HARDIN LLP 666 FIFTH AVENUE, 17TH FLOOR NEW YORK, NEW YORK 10103 <input type="checkbox"/> ATTENTION: RUSSEL T. HAMILTON, 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 DIVERSEY IV, LLC				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS				
155 NORTH MICHIGAN AVENUE, SUITE 9003		CITY CHICAGO	STATE IL	POSTAL CODE 60601
			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 Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME MUFG UNION BANK, N.A., AS ADMINISTRATIVE AGENT				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS				
230 PARK AVENUE		CITY NEW YORK	STATE NY	POSTAL CODE 10169
			COUNTRY USA	

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

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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:
42959-0064 (FILE WITH COOK COUNTY RECORDER OF DEEDS)

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 DIVERSEY IV, LLC	
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	SUFFIX
	ADDITIONAL NAME(S)/INITIAL(S)			
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 SCHEDULE A TO RIDER.

17. MISCELLANEOUS:

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Name of Debtor: Diversey IV, LLC

"RIDER"

All of Debtor's right, title and interest in, to and under all of the following described property (the "Collateral"):

1. All structures or buildings, and replacements thereof, to be erected or now or hereafter located upon the premises described in Schedule A annexed hereto and made a part hereof (said premises, the "Premises"), including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings, including, without limitation, all fixtures now or hereafter affixed to the Premises, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building service equipment, telephones and telephone equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, hotel, kitchen and restaurant equipment, computers and software, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures or improvements and all replacements, repairs, additions, accessions or substitutions, or proceeds thereto or therefor (all of the foregoing in this clause 1, collectively, the "Improvements");

2. All tangible and intangible personal property of every kind and description (excluding, however, all furnishings, fixtures, equipment and personal property owned or leased by lessees of the Premises), which are now or at any time hereafter attached to, installed or erected on or placed or situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the Premises, and whether located on or off the Premises, including, without limitation: (i) all water rights appurtenant to the Premises together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as all rights in ditches for irrigation of the Premises, all water stock relating to the Premises, shares of stock or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises; (ii) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the

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Name of Debtor: Diversey IV, LLC

aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements; (iii) all equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other Collateral which may be construed to be personal property of every kind and description; (iv) all substitutions and replacements of, and accessions and additions to, any of the foregoing; (v) all sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Premises or any buildings or structures thereon, together with all deposits and other proceeds of the sale thereof; (vi) any other personal property of Debtor; and (vii) all proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any part thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof (all of the foregoing in this clause 2, collectively, the "Personal Property");

3. All rents, royalties, issues, profits, revenue, income, recoveries, reimbursements and other benefits of the Collateral and all leases of the Collateral or portions thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash, letters of credit or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due prior to the expiration of such terms, and including any guaranties of such leases and any lease cancellation, surrender or termination fees in respect thereof;

4. All deposits made with or other security given to utility companies by Debtor with respect to the Premises and/or Improvements, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance, subject to the provisions of the Security Agreement (as hereinafter defined);

5. All damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive, either before or after any default under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor to the Trustee named therein for the benefit of Secured Party (the "Security Agreement"), from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Premises, with the right in Secured Party to receive and receipt therefor and apply the same to amounts secured by the Security Agreement, and Secured Party may demand, sue for and recover any such payments but shall not be required to do so;

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Name of Debtor: Diversey IV, LLC

6. All development work product prepared in connection with the Premises, including, but not limited to, engineering, drainage, traffic, soil and other studies and tests; water, sewer, gas, electrical and telephone approvals, taps and connections; surveys, drawings, plans and specifications; and subdivision, zoning and platting materials;

7. All proceeds and claims arising on account of any damage to or taking of the Premises or the Improvements or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Premises or the Improvements;

8. All contracts and agreements (including, without limitation, contracts with architects and engineers, construction contracts and contracts for the maintenance, management or leasing of the Premises), contract rights, logos, trademarks, trade names, copyrights and other general intangibles used or useful in connection with the development, ownership, operation or occupancy of the Premises or any part thereof;

9. All licenses (including, but not limited to, any operating licenses or similar licenses), permits, governmental approvals, authorizations or certificates required or used in connection with the ownership, operation or maintenance of the Premises or Improvements; all governmental permits relating to construction, all names under or by which the Premises or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof;

10. All (a) financing commitments (debt or equity) issued to Debtor in respect of the Premises and all amounts payable to Debtor thereunder; (b) contracts for the sale of all or any portion of the Premises, the Improvements or the Personal Property, and all amounts payable by the purchasers thereunder; (c) operating and other bank accounts, and monies therein, of Debtor relating to the Premises, including, without limitation, any accounts relating to real estate taxes; (d) interest rate protection agreements entered into by Debtor in respect of the loan secured by the Security Agreement; (e) HUD contracts and payments; and (f) commercial tort claims related to the Premises, the Improvements or the Personal Property;

11. All reciprocal easement or operating agreements, declarations, development agreements, developer's or utility agreements, and any similar such agreements or declarations now or hereafter affecting the Premises or any part thereof;

12. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments;

13. All rights of Debtor under promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles, and general intangibles

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Name of Debtor: Diversey IV, LLC

related to the Premises, as the terms "accounts", "general intangibles", and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time;

14. The deposit account established by Debtor with Hinsdale Bank and Trust Company and with thereto all moneys and claims for moneys due or to become due or payable thereon or with respect thereto, all shares, deposits, investments and interest of every kind of Debtor evidenced by any of the foregoing, and all proceeds thereof; and

15. All other assets of Debtor related in any way to the Premises, subject to certain limitations that may be set forth in the Security Agreement.

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Name of Debtor: Diversey IV, LLC

SCHEDULE A

ADDRESS: 839 WEST DIVERSEY PARKWAY, CHICAGO, ILLINOIS

PIN NUMBER: 14-29-406-007

LOTS 32 AND 33 IN BERGMAN'S SUBDIVISION OF THE WEST 3/4 OF OUTLOT 9 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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