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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/17/2018 01:59 PM PG: 1 OF 6

## 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)

*Riemer & Bravenslein*  
*Seventy-two Square Suite 2506*  
*NY NY 10036*  
*Stacy Goldstein*

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  
ALTA GRAND CENTRAL LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
605 N. Michigan Avenue, 4th Floor Chicago IL 60611 US

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  
COMPASS BANK, as Administrative Agent

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
Two Alliance Center, 3560 Lenox Road, Suite 3050 Atlanta GA 30326 US

4. COLLATERAL: This financing statement covers the following collateral:  
All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS dated as of April 16, 2018 (the "Mortgage"), granted by Debtor in favor of Secured Party and further described on Rider 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:  
Filed with: IL - Cook County Recorder - CM # 03950.0003 F#626425 A#864558

CCRD 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 ALTA GRAND CENTRAL, 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
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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
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Rider A attached hereto and made a part hereof.

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 attached hereto and made a part hereof.

17. MISCELLANEOUS:

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## RIDER A

The following described property and rights (collectively, the "Mortgaged Premises"):

ALL that certain property consisting of approximately 0.981± acres of land together with all improvements situated thereon, including, without limitation, a 346-unit high-rise building, located at the intersection of Wells and Harrison Streets, in the City of Chicago, being known as a part of Block 88 on the Tax Map of the County of Cook and State of Illinois, as more particularly described on Schedule "A" attached hereto and made a part hereof (the "Premises"); and

all and singular tenements, hereditaments, buildings, improvements, rights-of-way, privileges, liberties, air rights, easements, Debtor's rights as declarant under any restrictive covenants, riparian rights, waters, watercourses, mineral, oil and gas rights and appurtenances thereunto belonging, or in any wise appertaining and the reversion and remainder and remainders, rents, income, issues, and profits thereof; and

all rights, title, and interests of Debtor, now owned or hereafter acquired, in and to any streets, the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, adjoining or abutting the Premises to the center line thereof, and all strips and gores within or adjoining the Premises, easements and rights-of-way, public or private, all sidewalks and alleys, now or hereafter used in connection with the Premises or abutting the Premises; and

all rights, title, and interests of Debtor in any and all agreements, now or hereafter in existence providing for or relating to the construction, development, alteration, maintenance, repair, operation, franchising, or management of the Premises or any part thereof, as well as the plans and specifications therefor, and all copies thereof, (together with the right to amend or terminate the same or waive the provisions of the foregoing) and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits, approvals and other entitlements for the ownership, construction, maintenance, operation, use and occupancy of the Premises or any part thereof and any amendments, renewals and replacements thereof; all of Debtor's rights, title, and interests in and to all warranties and guaranties from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Premises or any part thereof; all bonds and insurance policies covering or affecting the Premises or any part thereof; and

all rights, title, and interests of Debtor in any and all personal property of Debtor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts; (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Debtor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes,

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computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications (not including the trade name "ALTA" or any trademarks and service marks which are not assigned to Secured Party), goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all property of Debtor now or hereafter in Secured Party's and Lender's possession or in transit to or from, or under the custody or control of, Secured Party and/or the Lenders, or any respective affiliate thereof; (xvi) all cash and cash equivalents thereof; and (xvii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof; and

all rights, title, and interests of Debtor in any and all awards, damages, payments and other compensation, and any and all claims therefor and rights thereto, with respect to the Premises which result or may result from any injury to or decrease in value of the Premises, whether by virtue of the exercise of the power of eminent domain or otherwise, or any damage, injury or destruction in any manner caused to the improvements thereon, or any part thereof;

all rights, title, and interests of Debtor in all leases 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 Mortgaged Premises, including any extensions, renewals, modifications or amendments thereof (collectively, 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, proceeds of rental and business interruption insurance, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, 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 Mortgaged Premises, 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 Mortgaged Premises, 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 (collectively, 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 Obligations; and

all the estate, right, title, interest, property, possession, claim, and demand whatsoever of Debtor, as well in law as in equity, of, in and to the same and every part and parcel thereof with the appurtenances.

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Capitalized terms used but not otherwise defined herein or in the Uniform Commercial Code in effect in the State in which the Property or any Security Interest Property is located (the "UCC") shall have the meanings given them in the Mortgage by Debtor to and in favor of Secured Party.

RECORDED OF DEEDS

Property of Cook County Clerk's Office

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## SCHEDULE "A"

### Metes and Bounds Legal Description of the Premises

THAT PART OF BLOCK 88 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST HARRISON STREET WITH THE WEST LINE OF SOUTH WELLS STREET, SAID POINT BEING 10.00 FEET WEST OF THE NORTHEAST CORNER OF BLOCK 88 AFORESAID, AND RUNNING THENCE SOUTH 01 DEGREES 35 MINUTE 13 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET, A DISTANCE OF 325.00 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 47 SECONDS WEST ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID WEST LINE OF SOUTH WELLS STREET, A DISTANCE OF 220.00 FEET; THENCE NORTH 01 DEGREES 35 MINUTE 13 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SOUTH WELLS STREET, A DISTANCE OF 96.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 35 MINUTES 13 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE, 209.67 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DEEDED TO THE CITY OF CHICAGO BY DOCUMENT RECORDED FEBRUARY 1, 2011 AS DOCUMENT 1103231025; THENCE EASTERLY AND SOUTHERLY ALONG SOUTH AND WEST LINES OF SAID TRACT FOR THE NEXT FOUR COURSES; THENCE NORTH 88 DEGREES 23 MINUTES 50 SECONDS EAST, 162.05 FEET; THENCE SOUTHEASTERLY 61.45 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 39.00 FEET AND WHOSE CHORD BEARS SOUTH 46 DEGREES 22 MINUTES 56 SECONDS EAST, 55.29 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 01 DEGREES 35 MINUTES 13 SECONDS EAST, 25.74 FEET; THENCE SOUTH 06 DEGREES 36 MINUTES 51 SECONDS EAST, 145.06 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 47 SECONDS WEST, ALONG A STRAIGHT LINE, PERPENDICULAR TO SAID WEST LINE OF SOUTH WELLS STREET, 213.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PERMANENT INDEX NUMBER: 17 16 401 010 0000

ADDRESS: 600 S. WELLS STREET, CHICAGO, ILLINOIS