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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/20/2018 02:00 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)

Holland & Knight, LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Sameer Patel, 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 1b blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Industrial Council of Nearwest Chicago

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
320 N. Damen Avenue Chicago IL 60612 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
SCORE Sub-CDE 12, LLC

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
875 N. Michigan Avenue, Suite 1800 Chicago IL 60611 USA

4. COLLATERAL: This financing statement covers the following collateral:
The assets of Debtor Industrial Council of Nearwest Chicago set forth on Exhibit A attached hereto and incorporated herein for all purposes.

Box 400

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:

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UCC-1 Financing Statement Schedule I Description of Collateral

Debtor: INDUSTRIAL COUNCIL OF NEARWEST CHICAGO
320 N. Damen Avenue
Chicago, Illinois 60612

Secured Party: SCORE Sub-CDE 12, LLC
c/o Southside Community Optimal Redevelopment Enterprise, LLC
875 N. Michigan Avenue, Suite 1800
Chicago, IL 60611

Description of Collateral:

All of Debtor's right, title and interest in and to the following now owned or hereafter acquired collateral:

- (a) All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undeclared, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights, all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with

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Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money from any Secured Party to Debtor under any swap, derivative, foreign exchange or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Debtor and such Secured Party in connection with the Note; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

- (b) All sums at any time on deposit for the benefit of Debtor or held by any Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any provision of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the Closing Date by and among Debtor and Secured Party ("Mortgage") or that certain Credit Agreement dated as of Closing Date by and among Debtor and Secured Party (the "Credit Agreement"), and all other Loan Documents (as defined in the Credit Agreement) related to such Credit Agreement.

Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, all contracts, licenses, permits and other agreements containing or subject to valid anti-assignment provisions are expressly excluded from the collateral assignment, grant and lien hereunder.

DEFINITIONS

"Closing Date" means June 19, 2018.

"Leases" means all present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing, occupancy or operation of the Property, whether such leases, licenses and agreements are now existing or entered into after the Closing Date.

"Note" means that certain promissory note, dated as of the Closing Date, executed by Debtor and payable to the order of Secured Party, in the amount of \$2,000,000.

"Payments" means the rents, issues, revenues, receipts, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Debtor under the Leases.

"Property" means all interest or estate which Debtor has or may hereafter acquire in the property described in the following, and all additions and accretions thereto, and the proceeds of any of the following: (a) the fee simple estate in and to the real property described on Exhibit I attached hereto and made part hereof, together with all estates and development rights now existing or hereafter acquired for use in connection therewith, (b) all buildings and other improvements, fixtures and equipment now or hereafter located on such real property, (c) all right, title, interest, and privileges of Debtor in and to all streets, roads, and alleys used in connection with or pertaining to such real property, (d) all water and water rights, minerals, oil and gas, and other

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hydrocarbon substances in, on or under the real property owned by Debtor, if any, (e) all appurtenances, easements, rights and rights of way appurtenant or related thereto, and (f) all air rights, development rights and credits, licenses and permits related to such real property.

COOK COUNTY
RECORDER OF DEEDS

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UCC-1 Financing Statement
Exhibit 1
Legal Description

Debtor: INDUSTRIAL COUNCIL OF NEARWEST CHICAGO
 320 N. Damen Avenue
 Chicago, Illinois 60612

Secured Party: SCORE Sub-CDE 12, LLC
 c/o Southside Community Optimal Redevelopment Enterprise, LLC
 875 N. Michigan Avenue, Suite 1800
 Chicago, IL 60611

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 1/2 OF LOT 27 AND ALL OF LOTS 28 THROUGH 48 INCLUSIVE AND LOTS 1 THROUGH 5 INCLUSIVE IN THE RESUBDIVISION OF LOTS 25, 26 AND THE EAST 1/2 OF LOT 27 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCK 37 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THE 16 FOOT VACATED ALLEY LYING BETWEEN LOTS 25 THROUGH 36 AND LOTS 37 THROUGH 48 IN THOMAS R. GREENE'S SUBDIVISION OF BLOCK 37 AFORESAID; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 17 (EXCEPT THE EAST 12 FEET 10 INCHES OF SAID LOT 17) AND ALL OF LOT 18 IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 6 INCLUSIVE IN SAMUEL M. PARISH SUBDIVISION OF LOTS 19 AND 20 IN STINSON'S SUBDIVISION OF BLOCK 44 IN THE CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:

17-07-307-001-0000 (AFFECTS PART OF PARCEL 1)

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17-07-307-002-0000 (AFFECTS PART OF PARCEL 1)
17-07-307-003-0000 (AFFECTS PARCEL 2 AND PART OF PARCEL 1)
17-07-311-002-0000 (AFFECTS PART OF PARCEL 3)
17-07-311-026-0000 (AFFECTS PART OF PARCEL 3)
17-07-311-001-0000 (AFFECTS PARCEL 4)

ADDRESSES:

2021 – 2041 W. CARROLL AVENUE, CHICAGO, IL 60612
2000-2034 W. FULTON STREET, CHICAGO, IL 60612
320 N. DAMEN AVENUE, CHICAGO, IL 60612

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