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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/17/2018 02:16 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)
Steven F. Ginsberg, Esq. Ginsberg Jacobs LLC 300 S. Wacker Drive, Suite 2750 Chicago, IL 60605

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 <b>L 4 Development LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>2 Northfield Plaza, Suite 320</b>	<b>Northfield</b>	<b>IL</b>	<b>60093</b>	<b>USA</b>

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 <b>TCF National Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>800 Burr Ridge Parkway</b>	<b>Burr Ridge</b>	<b>IL</b>	<b>60527</b>	<b>USA</b>

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

**ALL ASSETS OF DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, WITHOUT LIMITATION, GOODS OR PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES, AS MORE FULLY DESCRIBED ON EXHIBIT A, ATTACHED HERTO AND INCORPORATED HEREIN BY THIS REFERENCE.**

18004466SK Rk (3) all

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**COOK COUNTY, IL - L 4 Development LLC (fixture filing)**

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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 <b>L 4 Development LLC</b>	
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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT:  <input type="checkbox"/> covers timber to be cut    <input type="checkbox"/> covers as-extracted collateral    <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:   <b>See attached Exhibit B.</b></p>
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17. MISCELLANEOUS:  
**COOK COUNTY, IL - L 4 Development LLC (fixture filing)**

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## EXHIBIT A TO UCC FINANCING STATEMENT

**Debtor:** L 4 Development LLC, an Illinois limited liability company

**Secured Party:** TCF National Bank, a national banking association

(a) The real estate located in the County of Cook, State of Illinois and legally described on Exhibit B attached hereto and made a part hereof (the "Land").

(b) All improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Borrower and located on, or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Borrower or on its behalf (the "Improvements");

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Borrower of, in and to the same;

(d) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Mortgaged Property and/or the businesses and operations conducted by the Borrower thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Borrower, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

(e) All interest of the Borrower in all leases now or hereafter on the Mortgaged Property, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Borrower to collect the rentals under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by the Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus,

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awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Mortgaged Property, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Lender, as a secured party, and the Borrower, as debtor, all in accordance with the Code;

(g) All of the Borrower's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Mortgaged Property, including, without limitation, all of the Borrower's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Borrower is or may become a party and which relate to the Mortgaged Property; (ii) all obligations and indebtedness owed to the Borrower thereunder; (iii) all intellectual property related to the Mortgaged Property; and (iv) all choses in action and causes of action relating to the Mortgaged Property;

(h) All of the Borrower's accounts now owned or hereafter created or acquired as relate to the Mortgaged Property and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Borrower: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Borrower arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Borrower's rights in, to and under all purchase orders for goods, services or other property; (iii) the Borrower's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Borrower); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the

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Borrower with respect to the Mortgaged Property (the property, interests and rights described in Subsections (f), (g) and (h) above are collectively referred to herein as the "Collateral"); and

(i) all rights reserved to or granted to the developer or declarant under the provisions of any (i) declaration of restrictive covenants and easements affecting the Land or the Mortgaged Property, or (ii) declaration of condominium ownership for the institution of a regime of condominium ownership affecting the Land or the Mortgaged Property or otherwise granted to the developer pursuant to the provisions of the Illinois Condominium Property Act, 765 ILCS 605/1 et. sec. (the "Condominium Act") in effect from time to time; and

(j) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Mortgaged Property or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

All of the above being collectively referred to herein as the "Mortgaged Property."

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated on or around the time of this filing and made by Debtor to and in favor of Secured party that encumbers the Land (the "Mortgage").

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## Exhibit B

### Legal Description

#### **PARCEL 1:**

LOT 13 (EXCEPT THE NORTH 1.00 FOOT THEREOF) AND (EXCEPT THAT PART CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED. RECORDED AUGUST 27, 1930 AS DOCUMENT 10732414) IN LEMBEKE'S ADDITION TO CHICAGO, A SUBDIVISION OF LOT 6 (EXCEPT THE NORTH 50 FEET OF THE EAST 100 FEET OF THE NORTH 116 FEET THEREOF), IN BLOCK 45, IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### **PARCEL 2:**

THE WEST 262.33 FEET (EXCEPT THE EAST 121.33 THEREOF) OF LOT 7 (EXCEPT THAT PART OF LOT 7 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 29, AS CONVEYED BY QUIT CLAIM DEED RECORDED AUGUST 7, 1930 AS DOCUMENT NUMBER 10729007), IN BLOCK 45, IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### **PARCEL 3:**

LOTS 1, 2, 3 AND 14, IN MUELLER'S SUBDIVISION OF THE WEST 141.0 FEET OF LOT 8, IN BLOCK 45, IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED JANUARY 17, 1902 AS DOCUMENT NO. 3196854 IN BOOK 82 OF PLATS, PAGE 18 THEREIN, (EXCEPT THAT PART OF PREMISES IN QUESTION LYING WEST OF A LINE 50.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 29, CONVEYED TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY QUIT CLAIM DEED RECORDED AUGUST 19, 1930 AS DOCUMENT NUMBER 10729008). IN COOK COUNTY, ILLINOIS.

PIN: 14-29-300-011-0000  
14-29-300-013-0000  
14-29-300-014-0000  
14-29-300-071-0000

Common address: 2711-2737 N. Ashland Avenue, Chicago, IL 60614