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Doc# 1820806287 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/27/2018 03:05 PM PG: 1 OF 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)  
**WABASH SUPERIOR 1 LLC**  
 c/o Madison Realty Capital  
 825 Third Avenue, 37th Floor  
 New York, New York 10022  
 Attention: Shoshana Carmel

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**SYMMETRY TOWER/CHICAGO PROJECT OWNER, LLC**

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**One Pennsylvania Plaza, 19 Floor New York NY 10119**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION lim. liability company 1f. JURISDICTION OF ORGANIZATION New York 1g. ORGANIZATIONAL I.D.#, if any  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not combine or abbreviate names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL I.D.#, if any  NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P - insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME  
**WABASH SUPERIOR 1 LLC**

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**825 Third Avenue, 37th Floor New York NY 10022**

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

Location of property commonly known as:

739 N. Wabash Avenue, Chicago, Illinois 60611;  
42 E. Superior Street, Chicago, Illinois 60611; and  
44-46 E. Superior Street, Chicago, Illinois 60611

PIN #: 17-10-101-008-0000 and 17-10-101-009-0000; 17-10-101-010-0000;  
and 17-10-101-011-0000 and 17-10-101-012-0000

County: Cook  
State: Illinois

FIDELITY NATIONAL TITLE FC11120020LT  
919

5. ALTERNATIVE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL  ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
File in the County of Cook

CCRD REVIEW

**UNOFFICIAL COPY****UNIFORM COMMERCIAL CODE ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME <b>SYMMETRY TOWER/CHICAGO PROJECT OWNER, LLC</b>		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a OR 11b) – Do Not Abbreviate or Combine Names**

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE: ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

**12.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR'S S/P's – insert only one secured party name (12a OR 12b)**

12a. ORGANIZATION'S NAME				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  
 as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

739 N. Wabash Avenue, Chicago, Illinois 60611;  
 42 E. Superior Street, Chicago, Illinois 60611; and  
 44-46 E. Superior Street, Chicago, Illinois 60611  
 PIN#: 17-10-101-008-0000 and 17-10-101-009-0000;  
 17-10-101-010-0000; and 17-10-101-011-0000  
 and 17-10-101-012-0000

County: Cook  
 State: Illinois

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  
 Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years  
 Filed in connection with a Public-Finance Transaction – effective 30 years

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EXHIBIT A

TO

UNIFORM COMMERCIAL CODE FINANCING STATEMENT (FORM UCC-1)

**DEBTOR: SYMMETRY TOWER/CHICAGO PROJECT OWNER, LLC****SECURED PARTY: WABASH SUPERIOR 1 LLC**

**ITEM 4 (CONTINUED):** This FINANCING STATEMENT covers the following types or items of property (which, together with the Real Property, as defined below, constitutes and is referred to herein as the “**Property**”) in which Debtor has any interest, whether currently owned or hereafter acquired, relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the real property (the “**Real Property**”) more particularly described on Schedule “1” attached hereto (whether or not subsequently removed from the Real Property), including, without limitation, the follows:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights, and development rights, as well as any and all inclusionary air rights, certificates, floor area compensation rights, and/or density bonuses which may have been or may otherwise be created by, through or in connection with the Premises and/or any portion of the Mortgaged Property in accordance with any inclusionary housing or other program regulated by the State of Illinois or any other applicable municipal or governmental authority, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the “**Equipment**”), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any “security interests” as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Mortgaged Property is located (the “**Uniform Commercial Code**”), superior in lien to the lien of the Mortgage.

(c) all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

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EXHIBIT A (Continued)

**DEBTOR:** SYMMETRY TOWER/CHICAGO PROJECT OWNER, LLC

**SECURED PARTY:** WABASH SUPERIOR 1 LLC

(d) 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 Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements (hereinafter collectively referred to as 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 Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the Mortgaged Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property; all accounts, escrows, documents, instruments, investment property, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**");

(g) the Prepaid Interest, as defined and governed by that certain Prepaid Interest Agreement among Debtor and Secured Party, dated the date hereof, if any;

(h) all contracts, permits, development rights, plans, specifications, blueprints, and tax abatements related to the Mortgaged Property; and

(i) all proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Any capitalized term not defined herein shall have the meaning prescribed in the mortgage executed simultaneously herewith (hereinafter referred to as the "**Mortgage**") between Debtor and Secured Party, and dated as of July 24, 2018, and intended to be recorded herewith with the Cook County Recorder of Deeds.

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## SCHEDULE 1 TO EXHIBIT A TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT (FORM UCC-1)

**DEBTOR:** SYMMETRY TOWER/CHICAGO PROJECT OWNER, LLC

**SECURED PARTY:** WABASH SUPERIOR 1 LLC

### Legal Description of Property

**Parcel 1:**

Lot 5 in Ogden's Subdivision of Block 52 of Kinzie's Addition of Chicago in the West 1/2 of the Northwest 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

The East 20 feet of the South 80 feet of Lot 6 in Block 52 in Kinzie's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 3:**

Lot 6 (except the South 80 feet) and the West 30 feet of the West 80 feet of Lot 6 in Block 52 in Ogden's Subdivision of Block 52 in Kinzie's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office