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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1831144070

Doc# 1831144070 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/07/2018 02:50 PM PG: 1 OF 8

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1544 81970 CSC 801 Adlai Stevenson Drive Springfield, IL 62702	Filed In: Illinois (Cook)

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 65 OAK STREET OWNER, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	275 Madison Avenue, Suite 1100	CITY New York	STATE NY	POSTAL CODE 10016
				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 ACM CRE FUND I-L, LP				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	444 Madison Avenue, 19th Floor	CITY New York	STATE NY	POSTAL CODE 10022
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
SEE ATTACHED SCHEDULE A ANNEXED HERETO AND MADE A PART OF.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

1544 81970

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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

65 OAK STREET OWNER, 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

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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 ATTACHED SCHEDULE A ANNEXED HERETO AND MADE A PART OF.

17. MISCELLANEOUS:

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SCHEDULE A TO UCC-1 FINANCING STATEMENT

DEBTOR: **65 OAK STREET OWNER, LLC**, a Delaware limited liability company

SECURED PARTY: **ACM CRE FUND I-L, LP**, a Delaware limited partnership

The collateral covered by the UCC-1 Financing Statement to which this Schedule A is attached consists of all of Debtor's estate, right, title and interest now owned or hereafter acquired in, to and under the Land, together with any and all other property with respect to the Land or the Improvements described in the following Granting Clauses (collectively, the "Property"):

(A) all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage, deed to secure debt, deed of trust, or otherwise, be expressly made subject to the lien of the Security Instrument;

(B) all of Debtor's rights, title, and interests in and to the buildings, foundations, structures, improvements, and fixtures now or hereafter located or erected on or within the Land (the "Improvements;" and together with the Land, the "Real Property");

(C) all of Debtor's rights, title and interests in and to (1) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying thereunder; (2) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Land, and/or the Improvements; (3) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land, and/or the Improvements; and (4) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land, and/or the Improvements (collectively, the "Appurtenances");

(D) all of Debtor's rights, title and interests in and to all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest, including, without limitation: (1) all reserve, deposit and impound accounts including without limitation the Operating Account, the Lockbox Account and Reserves (as each is defined in the Loan Agreement) and any funds in such Operating Account, Lockbox Account and Reserves from time to time; (2) all contracts and agreements relating to the Property, including operating agreements and management agreements, and all other documents, books and records related to the ownership and operation of the Property (provided, that all of such agreements shall be subordinate to the Security Instrument, and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment

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intangibles, trademarks, trade names, goodwill, software and symbols); (3) to the extent permitted by law: all consents, Licenses (as defined below) (including any licenses held by Debtor permitting the sale of liquor at any of the Property the transfer and/or assignment of which is permitted by law without filing or other qualification), permits, certificates, government approvals, warranties, guaranties, bonds, letters of credit, causes of action, judgments, claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, taxes, assessments, charges or deposits paid to any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity, all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities; (4) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions; and (5) all "Cash proceeds", "Chattel paper", "Collateral", "Commercial tort claims", "Deposit accounts", "Documents", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instruments", "Inventory", "Investment property", "Letter of credit rights", "Noncash proceeds", "Payment intangibles", "Proceeds", "Software", "Supporting Obligations", and "Tangible chattel paper", as defined in the Uniform Commercial Code (the "UCC") of the state in which the Land is located (the "State") (or, for any personal property, the State of Delaware), in which Debtor has any interest, wherever located, whether currently owned or hereafter acquired (including, without limitation, all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest, and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) intentionally omitted; (b) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to the Security Instrument, and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (c) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (d) all insurance policies held by Debtor with respect to the Property or Debtor's operation thereof and any advance payments of insurance premiums made by Debtor with respect to, and all claims or demands with respect to, such insurance; (e) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Debtor related to the Property; and (f) all "Cash proceeds", "Chattel paper", "Collateral", "Commercial tort claims", "Deposit accounts", "Documents", "Electronic chattel paper", "Equipment", "Fixtures", "General intangibles", "Goods", "Instruments", "Inventory", "Investment property", "Letter-of-credit rights", "Noncash proceeds", "Payment intangibles", "Proceeds", "Software", "Supporting Obligations", and "Tangible chattel paper", as defined in the UCC, in which Debtor has any interest, whether currently owned or hereafter acquired, to the extent such property is relating to, generated from, arising out of or incidental to the ownership, development, use or operation of the Property (whether or not subsequently removed from the Real Property, including, without limitation, all (i) machinery and tools; (ii) rugs, carpets and

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other floor coverings; (iii) draperies and drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (iv) lamps, chandeliers and other lighting fixtures; (v) office maintenance and other supplies; (vi) apparatus, appliances, furniture and furnishings, building service equipment, and building materials, supplies and equipment; (vii) chairs, desks, mirrors, bookcases, tables, screens, paintings, hangings, pictures, objects of art, divans, couches, luggage carts, luggage racks, stools, sofas, keys or other entry systems, dictating equipment, private telephone systems, facsimile machines, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers; (viii) rights, royalties, Rents, security deposits, advance rentals, revenues, profits and benefits, parking charges, the rendering of services by Debtor or any operator or manager of the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and any other items of revenue, receipts and/or income); (ix) Leases, lease guarantees, security deposits, contracts, contract rights, permits and certificates; (x) tenements, hereditaments and appurtenances; (xi) approvals and parcel maps (whether tentative or final), building permits and certificates of occupancy; (xii) names under or by which the Property or any of the Improvements may at any time be operated or known and rights to carry on business under any such names or any variant thereof; (xiii) tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Real Property; (xiv) management agreements, service contracts, supply contracts or other contracts or agreements; (xv) warranties; (xvi) water stock; (xvii) shares of stock or other evidence of ownership of any part of the Property or Improvements 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, maintaining or operating any part of the Property or Improvements; (xviii) plans and specifications prepared for construction of improvements on the Real Property, or any part thereof, and studies, data and drawings related thereto, including, without limitation, studies, data or reports relating to toxic or hazardous wastes or materials located on the Real Property, all environmental audits, studies and reports, approvals and agreements, and/or Improvements, and contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data, reports and drawings or to the construction of improvements on the Real Property; (xix) sales agreements, marketing studies, feasibility studies, deposit receipts, escrow agreements and other ancillary documents and agreements entered into respecting the sale to any purchasers of any part of the Property, and other proceeds of the sale thereof; (xx) damages, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Land; (xxi) deposits made with or other security given to utility companies by Debtor with respect to the Land and/or Improvements; (xxii); negotiable certificates of deposit of Debtor in Secured Party's possession and all accounts

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of Debtor maintained with Secured Party and each deposit account of Debtor assigned to Secured Party pursuant to any agreement; (xxiii) insurance proceeds (including insurance proceeds for insurance not required under the terms of the Security Instrument); (xxiv) condemnation awards; (xxv) causes of action, claims, compensation, awards and recoveries for any damage or injury to the Property and/or Improvements or for any loss or diminution in value of the Property and/or Improvements; (xxvi) books and records, including, without limitation, all computer records, computer tapes and electronic and electromagnetic representations and reproductions thereof; (xxvii) guaranties of and security for any of the foregoing; and (xxviii) all reserve, deposit and impound accounts including without limitation the Reserves (as defined in the Loan Agreement) and all Loan accounts established pursuant to the Loan Agreement either as reserves or accounts for the Loan (each of the foregoing items, collectively, the "Personalty"); together with all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof, and all proceeds of all of the foregoing;

(E) all of Debtor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments heretofore and hereafter made to Debtor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property or any easement appurtenant thereto, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property, whether direct or consequential, which awards and payments are hereby assigned to Secured Party, who is hereby authorized, subject to the terms of the Loan Agreement, to collect and receive the proceeds thereof and to give proper receipts and acquittances therefore, and to apply the same toward the payment of the Indebtedness in such order as Secured Party may determine in accordance with the provisions of the Security Instrument without regard to the adequacy of Secured Party's security hereunder and notwithstanding the fact that the amount thereof may not then be due and payable, and toward the payment of reasonable counsel fees, costs and disbursements incurred by Secured Party in connection with the collection of such awards or payments; and Debtor hereby agrees, upon request, to make, execute and deliver any and all further assignments and other instruments sufficient for the purpose of confirming the assignment of said proceeds, judgments, claims, compensation awards or payments to Secured Party, free, clear and discharged of any encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in the Loan Agreement);

(F) all of Debtor's right, title and interest in and to all unearned premiums paid under insurance policies obtained by Debtor now or hereafter obtained by Debtor to the extent the same insure the Property and any other insurance policies required to be maintained pursuant to Section 5.12 of the Loan Agreement to the extent the same insure the Property, including, without limitation, liability insurance policies and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property (other than liability insurance);

(G) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property, hereafter acquired by or released to Debtor or constructed, assembled or placed by

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Debtor on the Property, and all conversions of the security constituted thereby; immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, to the extent permitted by law, without any further mortgage, conveyance, assignment or other act by Debtor, all such extensions, improvements, betterments, renewals, substitutes and replacements shall become subject to the Lien of the Security Instrument as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein;

(H) all of Debtor's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof without occurrence of a breach or default thereunder and to the extent permitted by applicable law, and without impairment of the validity or enforceability thereof, the Interest Rate Protection Agreement (as defined in the Loan Agreement);

(I) all of Debtor's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof; and

(J) all of Debtor's right, title and interest in any reciprocal easement agreement which may now or hereafter affect the Property.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

As used herein, the term "Land" shall mean that real property located at 57-65 East Oak Street, Chicago, Cook County, Illinois and more particularly described on the parcel description on Exhibit A attached hereto.

As used herein, the term "Loan Agreement" shall mean that certain Loan Agreement dated as of October [], 2018 by and among Debtor, as borrower, and Secured Party, as a lender and as agent for the other lenders party thereto from time to time, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

As used herein, the term "Security Instrument" shall mean that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October [], 2018 by Debtor for the benefit of Secured Party.

Any other capitalized terms used but not defined herein shall have the respective meanings set forth in the Loan Agreement or the Security Instrument, as applicable.

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 6 IN THE NORTH 1/2 OF BLOCK 8 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-207-017-0000

PARCEL 2:

LOT 1 IN LAWRENCE'S SUBDIVISION OF PART OF LOT 7 IN SUBDIVISION OF THE NORTH HALF OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION AFORESAID, COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 340.2 FEET EAST OF THE NORTHWEST CORNER, THENCE EAST ON SAID LINE TO THE NORTHWEST CORNER OF LOT 1 IN LAWRENCE'S SUBDIVISION AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TO SOUTHWEST CORNER THEREOF; THENCE WEST 33 FEET 9 5/8 INCHES; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF LOT 1 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 17-03-207-018-0000