



Doc# 1834404094 Fee \$46.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/10/2018 03:00 PM PG: 1 OF 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Javier Gonzalez (630.420.3354)

B. E-MAIL CONTACT AT FILER (optional)
javier.gonzalez@bmo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jennifer Dahms
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

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
HALSTED-LUMBER STREET, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2550 SOUTH LEAVITT STREET CHICAGO IL 60608 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
BMO HARRIS BANK N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
503 N. WASHINGTON STREET NAPERVILLE IL 60563 USA

4. COLLATERAL: This financing statement covers the following collateral:
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

S Y
P S
S N
M N
SC Y
E Y
INT Doc

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:
Record with Cook County Register of Deeds HB File No. 826859.730

UNOFFICIAL COPY

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

HALSTED-LUMBER STREET, 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):

SEE EXHIBIT A FOR COLLATERAL DESCRIPTION

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 EXHIBIT B FOR LEGAL DESCRIPTION

17. MISCELLANEOUS:

UNOFFICIAL COPY

EXHIBIT A – COLLATERAL DESCRIPTION HALSTED-LUMBER STREET, LLC

All right, title and interest which HALSTED-LUMBER STREET, LLC, an Illinois limited liability company (“Debtor”) now has or may hereafter acquire in and to the following (the “Collateral”):

a. That certain real estate lying and being in the City of Chicago, County of Cook and State of Illinois more particularly described in Exhibit B attached hereto and made a part hereof (the “Land”).

b. All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Land and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof; and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this financing statement, to be real estate and covered by this financing statement. If the Land is or becomes located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Collateral shall not include those items of personal property specifically covered by Coverage B of the standard flood insurance policy issued in accordance with the National Flood Insurance Program unless Coverage B or equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended) is obtained.

c. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any way appertaining to the Land and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness secured by this financing statement (the “Secured Indebtedness”) and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Debtor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Secured Party.

d. All plans, specifications, working drawings and like materials prepared in connection with improvements located on the Land, all rights of Debtor against vendors or manufacturers in connection with equipment located upon the Land, whether arising by virtue of warranty or otherwise, all rights against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Land or with materials furnished for the construction of improvements at or on the Land, and all rights

UNOFFICIAL COPY

of Debtor under contracts to provide any of the foregoing, in each case whether now owned or existing or hereafter arising or acquired.

e. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and all right, title, and interest in all insurance policies maintained in connection with the Land or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto or for any damage to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto.

f. All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Land or any part thereof.

g. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

DEFINED TERMS:

Any capitalized term not defined herein shall have the same meaning set forth in UCC Article 9.

UNOFFICIAL COPY

EXHIBIT B – LEGAL DESCRIPTION

Parcel 1:

Lots 1, 2, 3, 4, 5, 20, 21, 22, 23 and 24 in Block 2 in Thomas O'Neil's Addition to Chicago in Subdivision of the East 8.36 acres of the Northeast fractional 1/4 of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

All that part of the vacated North and South Alley which lies West and adjoining said Lots 1, 2, 3, 4 and 5 and East and adjoining Lot 24 in Block 2 in Thomas O'Neil's Addition to Chicago Aforesaid

Parcel 3:

Lots 6, 7, 8, 9 and 10 in Block 2 in Thomas O'Neil's Addition to Chicago in the Subdivision of the East 8.36 acres of the Northeast Fractional 1/4 of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 4:

Lots 11 to 15, both inclusive, in Block 2 in Thomas O'Neil's Addition to Chicago, being a Subdivision of the East 8.36 acres of the Northeast fractional quarter of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 5:

Lots 1 to 5, both inclusive in Block 3 in Thomas O'Neil's Addition to Chicago, being a Subdivision of the East 8.36 acres of the North East fractional 1/4 of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lots 6 to 10, both inclusive and Lots 15 to 19 both inclusive, in Block 3 in Thomas O'Neil's Addition to Chicago, being the East 8.36 acres of the North East fractional 1/4 of Section 29, Township 39 North, Range 14 East of the Third Principal Meridian, also the Easterly 105 feet of the alley lying between Lots 6 to 10 both inclusive and 15 to 19 both inclusive vacated by ordinance of April 19, 1980 in Cook County, Illinois.

Parcel 7:

All that part of the streets and alleys (except vacated alleys described in parcels 2 and 6) vacated by Ordinance Recorded July 8, 2011 as document number 1118945024 as amended by ordinance recorded August 23, 2011 as document number 112354042 falling within the following described lines: beginning at the Northeast Corner of Lot 1 in Block 2 in T. O'Neil's Addition to Chicago, being the East 8.36 acres of the East Half of the Northeast Fractional Quarter of Section 29, Township 39, Range 14; thence West along the South Line of 22ND place to the Northwest corner of Lot 20 in said Block 2; thence South to the Southwest corner of Lot 10 in Block 3 of Said T. O'Neil's addition; thence Northeasterly along the North Line of South Lumber Street to the Southeast corner of Lot 5 in Said Block 3; Thence North along the West Line of South Halsted Street to the point of beginning in Cook County, Illinois.

Tax Key Nos/PIN: 17-29-202-010-0000, 17-29-202-011-0000, 17-29-202-012-0000, 17-29-202-013-0000, 17-29-202-029-0000, 17-29-202-030-0000, 17-29-202-031-0000, 17-29-202-032-0000, 17-29-202-034-0000, 17-29-202-045-0000, 17-29-203-004-0000, 17-29-203-005-0000, 17-29-203-006-0000, 17-29-203-007-0000, and 17-29-202-041-0000