



Doc# 1834641130 Fee \$44.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/12/2018 12:56 PM PG: 1 OF 4

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)

Jackson Walker L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attention: Justin Shipley

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
Midwest CCC Acquisitions, L.L.C.

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
700 N. Pearl Street, Suite N1650 Dallas TX 75201 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
Bank of America, N.A.

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2380 Performance Dr., 3rd Floor Richardson TX 75082 USA

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

Collateral described on Exhibits A and B attached hereto and made a part hereof.

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/Licensors

8. OPTIONAL FILER REFERENCE DATA:
Cook County, Illinois (2958.2980)

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MAILED
REVIEW

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EXHIBIT A

DESCRIPTION OF COLLATERAL

All of Debtor's right, title and interest in and to the real property described in Exhibit B which is attached hereto and incorporated herein by reference (the "Land") together with all right, title and interest of Debtor, now owned or hereafter acquired, in and to: (a) any and all buildings, structures and replacements thereof and other improvements, now or hereafter existing, erected or placed on the Land, including all plant, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures and/or buildings (collectively the "Improvements"); and (b) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (i) all common area and other use rights, tenements, hereditaments, royalties, streets, roads, alleys, easements, air rights, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining or appurtenant to any of the Land or the Improvements; (ii) any strips or gores between the Land and abutting or adjacent properties; and (iii) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (iv) all water and water rights or shares of stock evidencing water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this paragraph being herein sometimes collectively called the "Premises");

TOGETHER WITH all right, title and interest of Debtor, now owned or hereafter acquired, in and to all fixtures, fittings, apparatus equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property and replacements thereof, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to, affixed to, placed upon or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, but excluding the Movable Personal Property (the properties referred to in this paragraph being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

TOGETHER WITH all right, title and interest of Debtor, now owned or hereafter acquired, in and to all (a) all plans and specifications for the Improvements; (b) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness), insurance policies insuring the Property (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), Swap Transactions, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols related to the Premises or the Accessories or the operation thereof; (c) deposits and deposit accounts arising from or related to any transactions related to the Premises or the Accessories (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts, escrows or reserves hereunder or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Secured Party under any Swap

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Transaction, and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Transaction; (d) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories; (f) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (g) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

TOGETHER WITH all right, title and interest of Debtor, now owned or hereafter acquired, in and to all (a) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this **Exhibit A**, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (b) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this **Exhibit A**; (c) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this **Exhibit A**; and (d) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this **Exhibit A** and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above in this **Exhibit A** is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate;

TOGETHER WITH a security interest in all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to all of the Property which constitutes personal property or fixtures, all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith.

[Unless otherwise defined herein, all capitalized terms used hereinabove are more particularly defined in that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated December 11, 2018 (the "Mortgage"), by Debtor in favor and for the benefit of Secured Party, as Administrative Agent on behalf of Lenders, as recorded in the Recorder of Deed for Cook County, Illinois on or about the date of the Mortgage.]

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EXHIBIT B

DESCRIPTION OF REAL PROPERTY

Property commonly known as 5111-5151 West 112nd St , Alsip, IL 60903

LOT 1 IN ALSIP PRINCIPAL SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED APRIL 6, 1992 AS DOCUMENT 92229773.

27-28-202012-0000
Property of Cook County Clerk's Office