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\*1901045047\*

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

Doc# 1901045047 Fee \$50.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/10/2019 02:01 PM PG: 1 OF 7

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Dechert LLP Cira Centre 2929 Arch Street Philadelphia, Pennsylvania 19104 Attention: Matthew B. Ginsburg, Esq.

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 FASHION OUTLETS OF CHICAGO LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o The Macerich Company, 401 Wilshire Blvd, Suite 700		CITY Santa Monica	STATE CA	POSTAL CODE 90401	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 METLIFE REAL ESTATE LENDING, LLC					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS c/o MetLife Real Estate, 125 S. Wacker, Ste. 100		CITY Chicago	STATE IL	POSTAL CODE 60606	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
See Exhibits A and B, attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE FCHI1800182LI

4 of 6

CCRD REVIEW

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:  
Fashion Outlets of Chicago - Matter Number 164413 - File with Cook County, IL

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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

**FASHION OUTLETS OF CHICAGO LLC**

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):

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 attached hereto and made a part hereof

17. MISCELLANEOUS:

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## EXHIBIT A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

**DEBTOR: FASHION OUTLETS OF CHICAGO LLC, a Delaware limited liability company**

**SECURED PARTY: METLIFE REAL ESTATE LENDING, LLC, a Delaware limited liability company**

The following Property, to the extent a security interest in the same may be created under the Uniform Commercial Code:

(i) (A) Debtor's fee interest in the Land described in Exhibit B-1 and (B) all of Debtor's right, title and interest in the Ground Lease and the leasehold interests created pursuant to the Ground Lease Documents in the Land described in Exhibit B-2 (collectively, the "Ground Lease Land");

(ii) all buildings and improvements located on the Land (the "Improvements");

(iii) all easements; rights of way or use, including any rights of ingress and egress; streets, roads, ways, sidewalks, alleys and passages; strips and gores; sewer rights; water, water rights, water courses, riparian rights and drainage rights; air rights and development rights; oil and mineral rights; and tenements, hereditaments and appurtenances, in each instance adjoining or otherwise appurtenant to or benefiting the Land or the Improvements;

(iv) all General Intangibles (including Software) and Goods, related to, attached to, contained in or used in connection with the Land or the Improvements (excluding personal property owned by tenants (other than personal property owned by Debtor as tenant under the Ground Lease) and excluding, in all instances, the trademarks and/or trade names of "Macerich", "The Macerich Company", and any derivatives or variations thereof);

(v) all agreements, ground leases, grants of easements or rights-of-way, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, cooperative, condominium or similar ownership or conversion plans, management, leasing, brokerage or parking agreements or other material documents affecting Debtor or the Property, including the documents described on Schedule I, the Leases, the Ground Lease, any reciprocal easement agreement or similar document executed by Debtor in connection with the Expansion Connection ("Expansion REA"), the Master Lease, and the Ground Lease Documents (the "Property Documents"; provided, however, the definition of Property Documents shall expressly exclude the Leases, the Expansion REA, the Master Lease, the Ground Lease, and the Ground Lease Documents);

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(vi) all Inventory held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in the ownership, use or operation of the Property and all Documents evidencing any part of any of the foregoing;

(vii) all Accounts, Documents, Goods, Instruments, money, Deposit Accounts, Chattel Paper, Letter-of-Credit Rights, Investment Property, General Intangibles and Supporting Obligations relating to the Property, including all deposits held from time to time by the Accumulations Depositary to provide reserves for Taxes and Assessments together with interest credited thereon (the "Accumulations") described in Section 6.2 of the Security Instrument and all accounts established to maintain the deposits together with investments thereof and interest credited thereon;

(viii) all awards and other compensation paid after the date of the Security Instrument for any Condemnation (the "Condemnation Awards");

(ix) all proceeds of and all unearned premiums on the Policies (the "Insurance Proceeds");

(x) all licenses, certificates of occupancy, contracts, management agreements, operating agreements, operating covenants, franchise agreements, permits and variances relating to the Property;

(xi) all books, records and other information, wherever located, which are in Debtor's possession, custody or control or to which Debtor is entitled at law or in equity and which are related to the Property, including all computer hardware and software or other equipment used to record, store, manage, manipulate or access the information; and

all after-acquired title to or remainder or reversion in any of the property described herein; all proceeds (excluding, however, sales or other dispositions of Inventory in the ordinary course of the business of operating the Land or the Improvements), replacements, substitutions, products, accessions and increases of or for the Property; all additions, accessions and extensions to, improvements of or for the Property; and all additional lands, estates, interests, rights or other property acquired by Debtor after the date of the Security Instrument for use in connection with the Land or the Improvements, all without the need for any additional deed, mortgage, assignment, pledge or conveyance to Secured Party but Debtor will execute and deliver to Secured Party, upon Secured Party's request, any documents reasonably requested by Secured Party to further evidence the foregoing.

All capitalized terms used herein and not defined shall have the meaning ascribed as set forth in that certain Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated January 10, 2019, made by Debtor, as mortgagor and Secured Party, as mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument"), and if not defined in the Security Instrument, shall have the meanings ascribed to them in the Uniform Commercial Code.

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Fashion Outlets of Chicago  
Rosemont, Illinois

## EXHIBIT B-1

### LEGAL DESCRIPTION—FEE LAND

#### Parcel 1: (Fee)

Lot 1 in Rosemont Outlet Mall Resubdivision, being a resubdivision of Henry Hachmeister's Division, First Addition to B.L. Carlsen's Industrial Subdivision and B.L. Carlsen's Industrial Subdivision in the East 1/2 of the Northeast 1/4 of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian, and being a resubdivision of Foster-River Road Industrial Subdivision, Owner's Division, and RPAC-1 Subdivision in the West 1/2 of the Northwest 1/4 of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian and recorded February 27, 2012 as Document 1205813031, in Cook County, Illinois.

Property Address: 5220 Fashion Outlets Way, Rosemont, Illinois 60018

Permanent Index Numbers: 12-09-213-032-0000; 12-10-102-016-0000; and 12-10-102-017-0000

#### Parcel 2: (Leasehold) INTENTIONALLY DELETED

#### Parcel 3: (Easement)

Easement for the benefit of Parcel 1 as created by the "Grant of a Temporary Construction Easement and Access, Loading, Refuse and Utility Easement Agreement" dated February 27, 2012 and recorded March 6, 2012 as Document 1206641162 from the Village of Rosemont to Fashion Outlets of Chicago LLC for the purpose of access, loading, refuse and utilities to support the development on Parcel 1 over the following described land:

The South 293.73 feet of the West 291.50 feet (as measured on the North and on the South lines thereof) of Lot 5 (excepting from said part of Lot 5 the West 200 feet thereof; and excepting from said part of Lot 5 the South 33 feet thereof) in Henry Hachmeister's Subdivision of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as Document 4183101 in Book 97 of Plats Page 45;

Excepting from the above described property that part lying South of a line drawn from the Northeast corner of the East 93 feet of the West 200 feet of the South 233 feet of said Lot 5 to the Northwest corner of Lot 6 in B.L. Carlsen's Industrial Subdivision, being a subdivision of part of Lot 5 in said Henry Hachmeister's Subdivision, filed June 3, 1960 as Document Number LR-1925132, per Deed recorded February 18, 2004 as Document 0404914037, in Cook County, Illinois.

Permanent Index Number: 12-09-213-029-0000

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Fashion Outlets of Chicago  
Rosemont, Illinois

## EXHIBIT B-2

### LEGAL DESCRIPTION—GROUND LEASE LAND

Parcel 1: (Fee) INTENTIONALLY DELETED

Parcel 2: (Leasehold)

The leasehold estate created by the instrument herein referred to as the lease, executed by: Village of Rosemont, as Lessor, and Fashion Outlets of Chicago LLC, as Lessee, dated February 22, 2012, which lease was recorded March 6, 2012 as Document 1206641163, which lease demises the following described land for a term of years beginning March 6, 2012 and ending not later than December 31, 2034:

Lot 2 in Rosemont Outlet Mall Resubdivision, being a resubdivision of Henry Hachmeister's Division, First Addition to B.L. Carlsen's Industrial Subdivision and B.L. Carlsen's Industrial Subdivision in the East 1/2 of the Northeast 1/4 of Section 9, Township 40 North, Range 12 East of the Third Principal Meridian, and being a resubdivision of Foster-River Road Industrial Subdivision, Owner's Division, and RPAC-1 Subdivision in the West 1/2 of the Northwest 1/4 of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian and recorded February 27, 2012 as Document 1205813031, in Cook County, Illinois.

Property Address: 5240 Fashion Outlets Way, Rosemont, Illinois 60018

Permanent Index Numbers: 12-09-213-033-8001; 12-09-213-033-8002; 12-10-102-018-8001; 12-10-102-018-8002; 12-10-102-019-8001; and 12-10-102-019-8002

Parcel 3: INTENTIONALLY DELETED

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Fashion Outlets of Chicago  
Rosemont, Illinois

## SCHEDULE I

### PROPERTY DOCUMENTS

1. Grant of a Temporary Construction Easement and Access, Loading, Refuse and Utility Easement and Option to Purchase dated February 27, 2012 by The Village of Rosemont in favor of Debtor, recorded on March 6, 2012 as Instrument No. 1206641162.
2. Second Amended and Restated Real Estate Purchase Contract and Development Agreement, dated February 22, 2012, by and between Debtor and the Village of Rosemont, Illinois, an Illinois municipal corporation.
3. First Amendment to Second Amended and Restated Real Estate Purchase Contract and Development Agreement, dated September 10, 2014, by and between Debtor and the Village of Rosemont, Illinois, an Illinois municipal corporation.
4. Memorandum of Second Amended and Restated Real Estate Purchase Contract and Development Agreement, by and between Debtor and the Village of Rosemont, Illinois, an Illinois municipal corporation, recorded March 6, 2012, as Instrument No. 1206641160.