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Edward M. Moody
Cook County Recorder of Deeds
Date: 02/15/2019 11:41 AM Pg: 1 of 8

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 WMI Chicago LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 700 N. Pearl Street, Suite N1650			CITY Dallas	STATE TX	POSTAL CODE 75201	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 Bank of America, N.A.						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 2380 Performance Dr., 3rd Floor			CITY Richardson	STATE TX	POSTAL CODE 75082	COUNTRY USA

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

All assets described in Exhibits A and B attached hereto and made a part hereof for all purposes.

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:

Cook County, Illinois (2958.2986)

International Association of Commercial Administrators (IACA)

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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

WMI Chicago 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:

17. MISCELLANEOUS:

Cook County, Illinois (2958.2986)

International Association of Commercial Administrators (IACA)

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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 accessories 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 Debtor, 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 February 7, 2019 (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

PARCEL 1:

LOT 1 IN THE CHASE AVENUE RESUBDIVISION BEING A RESUBDIVISION OF LOT 244 IN CENTEX INDUSTRIAL PARK UNIT 132 BEING A SUBDIVISION IN SECTION 27, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE FOR INGRESS AND EGRESS IN, OVER AND ALONG THAT PART OF THE EAST 153 FEET OF THE NORTH 315 FEET OF LOT 244 LYING WEST OF THE EAST 143.01 FEET THEREOF AS CREATED BY DEED RECORDED JANUARY 2, 1974 AS DOCUMENT 22584647 AND RE-RECORDED JANUARY 28, 1974 AS DOCUMENT 22607331 IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 801 Chase Ave.

PINS: 08-27-303-063-0000

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THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 257.19 FEET, AS MEASURED ON THE WEST LINE THEREOF, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD, EXCEPTING THEREFROM A TRIANGULARLY SHAPED PIECE OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 WITH THE WESTERLY LINE OF 66 FOOT RIGHT-OF-WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT-STE. MARIE RAILROAD, RUNNING THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE, 500 FEET; THENCE NORTHWESTERLY TO A POINT ON THE AFORESAID NORTH LINE, 75 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST, ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN # 12-22-100-147-0000

COMMON ADDRESS: 3701 - 3749 25th Ave. (Also known as 3701 Rose St, Schiller Park, IL 60176)

PINS: 12-22-100-147-0000

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PARCEL 1:

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP

41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE SOUTH 40 FEET THEREOF AND ALSO EXCEPTING THEREFROM THE WEST 185.00 FEET, AS MEASURED ALONG THE NORTH LINE, THEREOF.

ALSO, THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING WEST OF THE WESTERLY LINE OF THE 60 FOOT HIGHWAY KNOWN AS LEHIGH AVENUE (EXCEPT THE SOUTH 50 FEET OF SAID PART) OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF LEHIGH AVENUE WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 29 AFORESAID (SAID POINT BEING HEREINAFTER REFERRED TO A POINT "A"); THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 120.06 FEET, THENCE NORTH 50.0 FEET TO THE NORTH LINE OF HOWARD STREET; THENCE NORTHEASTERLY TO A POINT 70.0 FEET NORTH OF SAID SOUTH LINE OF THE NORTHWEST 1/4 AND 90.06 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4) OF POINT "A" HEREINBEFORE DESCRIBED; THENCE NORTH TO A POINT 40.0 FEET SOUTHWESTERLY OF THE CENTER LINE OF LEHIGH AVENUE AND 143.84 FEET NORTH (AS MEASURED ALONG THE CENTER LINE OF LEHIGH AVENUE) OF POINT "A" HEREINBEFORE DESCRIBED; THENCE NORTHWESTERLY ALONG A LINE 40.0 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF LEHIGH AVENUE TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, AFORESAID, THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF LEHIGH AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING (EXCEPT THAT PART PREVIOUSLY DEDICATED FOR HOWARD STREET AND LEHIGH AVENUE) IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN # 10-29-102-014-0000 (AFFECTS PARCEL 1)

PARCEL 2:

THAT PART OF THE SOUTH 2 CHAINS WEST OF THE WEST LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY RIGHT-OF-WAY OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST, OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE PARALLEL TO THE WEST LINE OF SAID SECTION AND 100 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF LEHIGH AVENUE AND THE NORTH LINE OF SAID TRACT, EXCEPTING THEREFROM THE NORTH 50 FEET THEREOF, SITUATED IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: PIN # 10-29-105-011-0000 (AFFECTS PARCEL 2)

COMMON ADDRESS: 6100 W. Howard St.

PINS: 10-29-102-014-0000;
10-29-105-011-0000

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Parcel 1:

The East 322.51 feet of the West 447 feet of Lot 14 (except the South 339 feet thereof) in Bedford Industrial Park, a Subdivision in Section 19, Township 38 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

A Triangular Portion of said Lot 14 described as follows:

Beginning at the most northwesterly corner of said lot; thence East on the north line thereof 124.49 feet to a corner of said lot, being the place of beginning of this parcel; thence South along a boundary line of said line, being a line 1100.0 feet East of west line of the Northwest 1/4 of Section 19, a distance of 71.20 feet to a boundary line of said lot, said line being the East and West 1/4 line of said section; thence West on said line 0.40 of a foot to a point in a line 124.49 feet East of the west line of said Lot; thence North on said line 71.20 feet to the place of beginning, all in Bedford Industrial Park, a Subdivision in Section 19, Township 38 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

A strip of land in the northwesterly 1/4 of said section 19, described as follows:

Beginning at a point in the East and West 1/4 of Section 19 1100.0 feet East of the West 1/4 corner thereof; thence East on said line 322.11 feet to a point in a line that is 447 feet East of the west line of said lot 14; thence North on said line, 71.20 feet; thence west parallel to said East and West 1/4 line, 322.51 feet to a point in a line 1100.0 feet east of the west line of the southwesterly 1/4 of said Section; thence South on said line, 71.20 feet to the place of beginning, in Cook County, Illinois, also described as:

Lot A in First Addition to Bedford Industrial Park, being a subdivision of part of the North West Quarter of Section 19, Township 38 North, Range 13, East of The Third Principal Meridian in Cook County, Illinois and also a resubdivision of the East 66 feet of the West 513 feet of lot 14 in Bedford Industrial Park, a subdivision of part of Section 19 aforesaid.

Parcel 4:

A non-exclusive easement for the benefit of Parcel 1 created in grant of easement recorded October 29, 1976 as Document 23691884 to construct, maintain, use, remove or repair an input sewer for storm water over a strip of land being 15 feet wide in the Southwest Quarter of Section 19, Township 38 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois, the center line of said strip described as beginning at a point in the south line of Bedford Industrial Park, aforesaid, said point being 985 feet east of the west line of the said Southwest Quarter; thence south at right angles to said south line, a distance of 245.92 feet to a point in the northerly line of an existing retention basin.

COMMON ADDRESS: 6700 S Sayre Ave.

PINS: 19-19-116-058-0000;
19-19-116-060-0000;
19-19-117-073-0000;
19-19-301-010-0000