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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2019 11:49 AM PG: 1 OF 5

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)

David A. Ebby, Esq.
 Drinker Biddle & Reath LLP
 One Logan Square, Suite 2000
 Philadelphia, PA 19103-6996

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
CICF I - IL1M04, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Cabot Properties, One Beacon St., #2800 Boston MA 02108 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
Great-West Life & Annuity Insurance Company

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
8515 East Orchard Road, 3T2 Greenwood Village CO 80111 USA

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

See Exhibit B attached hereto and made a part hereof.

Permanent Index Numbers: 24-20-301-026-0000 and 24-29-101-009-0000

Common Address: 11800 S. Austin Ave, Alsip, IL

S ✓
 P ✓
 S ✓
 M ✓
 SC ✓
 E ✓
 INT ✓

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:
Filing Office: Cook County, IL Recorder of Deeds Loan No. 153969

895439 161 4024

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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

CICF I - IL1M04, 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 Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

LEGAL DESCRIPTION

Debtor: CICF I - IL1M04, LLC, a Delaware limited liability company

Secured Party: Great-West Life & Annuity Insurance Company, a Colorado corporation

PARCEL 1:

LOT 6 IN THE FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN PROLOGIS PARK I-294 RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 2 IN THE PROLOGIS PARK I-294 SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND 4 OF SECOND ADDITION TO CROW-ALSIP SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2006 AS DOCUMENT 0626122153, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ACCESS EASEMENT PURSUANT TO THE FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 SUBDIVISION RECORDED NOVEMBER 14, 2003 AS DOCUMENT 0331810028, TOGETHER WITH CERTIFICATE OF CORRECTION RECORDED FEBRUARY 3, 2004 AS DOCUMENT 0403439025.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR STORMWATER MANAGEMENT AND INGRESS AND EGRESS PURSUANT TO FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 RESUBDIVISION NO. 1 RECORDED OCTOBER 8, 2004 AS DOCUMENT 0428244048.

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EXHIBIT B TO UCC-1 FINANCING STATEMENT

COLLATERAL

Debtor: CICF I - IL1M04, LLC, a Delaware limited liability company

Secured Party: Great-West Life & Annuity Insurance Company, a Colorado corporation

In consideration of the indebtedness, and as security for payment to Secured Party of the principal with interest, and all other sums provided for in the Note, and in the Mortgage, according to their respective terms and conditions and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, Debtor thereby, granted, conveyed, and mortgaged to Secured Party all that certain real estate described in Exhibit "A" attached hereto and made a part hereof (the "Land").

TOGETHER WITH Debtor's right, title and interest in and to:

- (1) any and all buildings and improvements erected or hereafter erected thereon;
- (2) any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the above described real estate or any buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant, business or dwellings situate thereon, whether or not the personal property is or shall be affixed thereto;
- (3) all building materials, fixtures, building machinery and building equipment delivered on site to the real estate during the course of, or in connection with, construction of any buildings and improvements thereon;
- (4) any and all tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses and all easements and covenants now existing or hereafter created for the benefit of Debtor or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate and all rights to enforce the maintenance thereof, and all other rights, liberties, licenses, fees and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Debtor in and to the real estate or any part thereof; and
- (5) all leases, subleases, tenancies, license agreements, concession agreements, assignments and other agreements relating to or affecting the use, enjoyment or occupancy of all or any portion of the Land or Improvements whether or not in writing, which are now existing or hereafter entered into, and all amendments, modifications, renewals and extensions thereto (collectively, the "Leases"), together with all income, rents, additional rents, issues, profits, revenues, royalties and other benefits therefrom, whether due now or hereafter, including any

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payments made by any tenant or occupant arising out of the cancellation or termination of any Lease (collectively, "Rents"), and all cash and other collateral deposited or delivered by any tenant to secure the performance of any tenant under any Lease, subject, however, to the conditional permission given to Debtor to collect the rentals and to exercise all rights and remedies of the landlord or lessor under any such Lease pursuant to the terms of that certain Assignment of Rents and Leases dated of even date herewith, executed by Debtor in favor of Secured Party ("Assignment of Leases"), and subject further to the rights granted Debtor in the Loan Agreement with respect to the Leases and Rents. All of the foregoing interests are sometimes collectively referred to herein as the "Mortgaged Property."

ALSO TOGETHER WITH Debtor's right, title and interest in and to any and all awards heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain the whole or any part of the Mortgaged Property or any easement therein, including any awards for any changes of grade of streets.

"**Mortgage**" shall mean that certain Mortgage, Security Agreement, Financing Statement, and Fixture Filing and/or other similar security instrument of even date herewith, as it may be amended, modified, supplemented or replaced from time to time, executed by Debtor in favor of Secured Party.

Capitalized terms used above and elsewhere herein without definition have the meanings given them in the Mortgage.