



Doc# 1934545002 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/11/2019 09:08 AM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) JOHN W. GRAGG, ESQ. (502) 589-5400
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> JOHN W. GRAGG, ESQ. FROST BROWN TODD LLC 400 WEST MARKET STREET, SUITE 3200 LOUISVILLE, KENTUCKY 40202 </div>

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 HOWARD INDUSTRIAL LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 853 N. ELSTON AVENUE		CITY CHICAGO	STATE POSTAL CODE COUNTRY IL 60642 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 GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 2977 MCFARLANE ROAD, SUITE 300		CITY COCONUT GROVE	STATE POSTAL CODE COUNTRY FL 33133 USA

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

ALL THE PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE PART HEREOF AND RELATING TO THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:
FILE WITH COOK COUNTY, IL

SY
 PZ
 S
 M
 SC
 E
 INT

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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	HOWARD INDUSTRIAL 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

17. MISCELLANEOUS:
FILE WITH COOK COUNTY, IL

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Howard Commons
 Illinois
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Exhibit A
Legal Description

The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows:

PARCEL 1:

That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence South 89 degrees 23 minutes 23 seconds West along the North line of the Southwest Quarter of said Section 29, a distance of 1018.95 feet to a point in said line 299.0 feet East of (as measured along said North line) the Northwest corner of said Southwest Quarter Section; thence South 00 degrees 00 minutes 00 seconds West along the East line of the West 299.0 feet of the Southwest Quarter of said Section 29, (said line also being the East line of a public road known as Croname Road), a distance of 962.51 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 586.24 feet; thence North 00 degrees 00 minutes 00 second East, a distance of 383.37 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 431.86 feet to a point in the East line of the West Half of the Southwest Quarter of said Section 29; thence North 00 degrees 04 minutes 38 seconds East along the last mentioned East line, a distance of 589.99 feet to the point of beginning, in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING:

That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence West along the North line of the Southwest Quarter of said Section 29 to its intersection with the Northerly extension of the center line of Croname Road, (said point of intersection being hereinafter referred to as Point "A"); thence South along said center line, a distance of 319.46 feet; thence East, a distance of 30.0 feet to the East line of Croname Road; thence Northeasterly to a point 47.51 feet East of the center line of Croname Road and 99.41 feet South (as measured along said center line) of Point "A" herein before described; thence Northeasterly to a point 64.51 feet East of the center line of Croname Road and 64.46 feet South (as measured along said center line) of Point "A" herein before described; thence Northeasterly to a point 49.37 feet South of said North line of the Southwest Quarter of Section 29 and 83.80 feet East (as measured along said North line) of Point "A" herein before described; thence Northeasterly to a point on a line 40.0 feet South of and parallel with said North line of the Southwest Quarter of Section 29, a distance of 118.81 feet East, (as measured along said North line) of Point "A" herein before described; thence East along said parallel line to the East line of said West Half of the Southwest Quarter of Section 29; thence North along said West line to the point of beginning, in Cook County, Illinois.

AND FURTHER EXCEPTING THEREFROM that part dedicated for Croname Road and Howard Street, in Cook County, Illinois.

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Howard Commons
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PARCEL 2:

An easement for the benefit of Parcel 1, as created by grant recorded September 26, 1985 as document 85206474 for ingress and egress over the following described property: That part of the North 19 chains of the West Half of the Southwest Quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the Northeast corner of the West Half of the Southwest Quarter of said Section 29; thence South 00 degrees 04 minutes 38 seconds West along the East line of the West Half of the Southwest Quarter of Section 29 aforesaid, a distance of 589.99 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 431.86 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 383.37 feet to the point of beginning of the parcel to be described; thence continuing South 00 degrees 00 minutes 00 seconds West, a distance of 86.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 8.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 56.50 feet; thence North 88 degrees 10 minutes 39 seconds East, a distance of 52.44 feet; thence South 00 degrees 04 minutes 40 seconds East, a distance of 53.83 feet; thence South 52 degrees 59 minutes 13 seconds East, a distance of 41.75 feet to the Northerly line of Gross Point Road; thence South 64 degrees 03 minutes 29 seconds West along said Northerly line of Gross Point Road, a distance of 43.42 feet; thence North 47 degrees 06 minutes 06 seconds West, a distance of 51.63 feet; thence North 34 degrees 24 minutes 37 seconds West, a distance of 34.82 feet; thence North 58 degrees 50 minutes 28 seconds West, a distance of 57.64 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 145.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 68.20 feet to the point of beginning, in Cook County, Illinois.

Note: For informational purposes only, the land is known as:

6201-6299 & 6151 W. Howard Street
Niles, IL 60714

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Debtor: HOWARD INDUSTRIAL LLC, an
Illinois limited liability company

Secured Party: GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING,
LLC, a Delaware limited liability company

EXHIBIT "B"
to
UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the

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Debtor: HOWARD INDUSTRIAL LLC, an
Illinois limited liability company

“Uniform Commercial Code”), and all proceeds and products of the above (for clarification purposes, the terms “Personal Property”, “Debtor’s Personal Property” and “Collateral” as used in the Security Instrument shall specifically exclude those items which are property of the Tenants under Leases, except to the extent Debtor shall have a right or interest therein).

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “Leases”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “Rents”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damage to the Property (collectively, the “Insurance Proceeds”);

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “Awards”);

(i) Tax Certiorari. Debtor’s right and interest in all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

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Debtor: HOWARD INDUSTRIAL LLC, an
Illinois limited liability company

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. Debtor's right and interest in all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. Debtor's right and interest in all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation or other claims or otherwise; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated as of December 10, 2019, from Debtor, as mortgagor, for the benefit of GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING, LLC, a Delaware limited liability company (the "Security Instrument").