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Edward M. Moody
Cook County Recorder of Deeds
Date: 12/20/2019 11:54 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE NO. CONTACT AT FILER (optional) Cathryn Grishaber (704) 503-2569
B. E-MAIL CONTACT AT FILER (optional) cgrishaber@kslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) King & Spalding LLP 1185 Avenue of Americas New York, NY 10036 Attn: Erik F. Andersen, 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 Tinley Park Convention Hotel Owner, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o The Harp Group, Inc. 601 Oakmont Lane, Ste 420		CITY Westmont	STATE IL	POSTAL CODE 60532	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 Walker & Dunlop Commercial Property Funding, LLC					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 535 Madison Avenue, 12th Floor		CITY New York	STATE NY	POSTAL CODE 10022	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral

All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain MORTGAGE AND SECURITY AGREEMENT dated as of December 12, 2019 (the "Security Instrument"), granted by Debtor in favor of Secured Party and further described on Exhibit A 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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA

To be filed in Cook County, IL (Even Tinley) - C/M # 27881.078019

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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

Tinley Park Convention Hotel Owner, 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 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 property Description in Exhibit A-1 attached hereto and made a part hereof.

18501 Convention Center Drive, Tinley Park, IL 60477
PIN: 31-06-100-027-0000

17. MISCELLANEOUS:

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: **Tinley Park Convention Center Hotel Owner, LLC**
 c/o The Harp Group, Inc.
 601 Oakmont Lane, Suite 420
 Westmont, IL 60532

SECURED
 PARTY: **Walker & Dunlop Commercial Property Funding, LLC**
 535 Madison Avenue, 12th Floor
 New York, NY 10022

COLLATERAL

All capitalized terms not defined herein shall have the respective meaning set forth in that certain Mortgage and Security Agreement (the "*Security Instrument*") dated December 12, 2019 from Debtor, as Mortgagor, for the benefit of Secured Party, as Mortgagee, and recorded in the land records of Cook County, Illinois.

Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Secured Party and its successors and assigns all of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "*Property*");

(a) The real property, and/or leasehold interest in the real property described in Exhibit A-1 attached hereto and made a part hereof (the "*Land*");

(b) 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) 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) 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, permits, licenses, rights of way 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, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor

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of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "*Equipment*"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Borrower shall have any right or interest therein;

(f) All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, wind driven facilities, solar power facilities and related power infrastructure, cell tower and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "*Fixtures*"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases, except to the extent that Borrower shall have any right or interest therein;

(g) All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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 (as amended from time to time, the "*Uniform Commercial Code*"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) All leases (including, without limitation, ground leases, subleases or 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 (including, without limitation, any subsurface rights) and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered

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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 (collectively, the "*Leases*"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "*Bankruptcy Code*") 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, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees (including tenant termination and contraction fees), receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (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 and the performance of the Other Obligations;

(i) All Awards or payments, including interest thereon, which may hereafter be made with respect to all or any portion of the Property, 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 such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; and Debtor hereby agrees to execute and deliver from time to time such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award, damage, payment or other compensation;

(j) All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;

(k) All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property;

(l) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

(m) During the continuance of an Event of Default, 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, at all times, to commence any action or proceeding to protect the interest of Secured Party in the Property as Secured Party reasonably deems necessary;

(n) 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 default hereunder, to receive and collect any sums payable to Debtor thereunder;

(o) All trade names, 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;

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(p) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts now or hereafter established or maintained pursuant to the Loan Agreement, the Clearing Account Agreement, the Cash Management Agreement or any other Loan Document; together with all deposits or wire transfers made to such 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;

(q) All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code as from time to time in effect, and general intangibles relating to the Property;

(r) All minerals, oil, gas, shale, crops, timber, trees, shrubs, flowers and landscaping features and rights (including, without limitation, extracting rights) now or hereafter located on, under or above the Land;

(s) The Interest Rate Cap Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing, and all claims of Debtor for breach by the counterpart, the tender of any covenants, agreement, representation or warranty contained in the Interest Rate Cap Agreement; and all products and proceeds of any of the foregoing; and

(t) Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (s) above.

AND without limiting any of the other provisions of the Security Instrument, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and encumbered hereby.

Debtor and Secured Party have entered into a Loan Agreement dated as of the date of this Security Instrument (as amended, modified, restated, consolidated or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

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Exhibit A-1

PARCEL 1:

THAT PART OF LOT 2 IN MAUDES SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT 2;

THENCE SOUTH 04 DEGREES, 01 MINUTE, 56 SECONDS EAST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 514.58 FEET TO A POINT;

THENCE SOUTH 03 DEGREES, 58 MINUTES, 34 SECONDS EAST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 500.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES, 52 MINUTES, 50 SECONDS EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 483.30 FEET TO A POINT;

THENCE SOUTH 60 DEGREES, 38 MINUTES, 37 SECONDS EAST, A DISTANCE OF 156.67 FEET TO A POINT;

THENCE SOUTH 29 DEGREES, 21 MINUTES, 23 SECONDS WEST, A DISTANCE OF 159.71 FEET TO A POINT;

THENCE SOUTH 01 DEGREE, 07 MINUTES, 09 SECONDS EAST, A DISTANCE OF 267.03 FEET TO A POINT;

THENCE SOUTH 88 DEGREES, 52 MINUTES, 50 SECONDS WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 230.37 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2;

THENCE (THE FOLLOWING THREE COURSES BEING ALONG THE WESTERLY LINE OF SAID LOT 2 IN MAUDES' SUBDIVISION) NORTH 47 DEGREES, 41 MINUTES, 09 SECONDS WEST, A DISTANCE OF 265.58 FEET TO A POINT ON A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 425.00 FEET, CHORD BEARING OF NORTH 23 DEGREES, 40 MINUTES, 19 SECONDS WEST, A DISTANCE OF 299.69 FEET TO A POINT;

THENCE NORTH 03 DEGREES, 58 MINUTES, 34 SECONDS WEST, A DISTANCE OF 30.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE WARRANTY DEED FROM VILLAGE OF TINLEY PARK, ILLINOIS, A MUNICIPAL CORPORATION (GRANTOR) TO MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO., AN ILLINOIS CORPORATION TO MID-CONTINENT DEVELOPMENT AND CONSTRUCTION CO., AN ILLINOIS CORPORATION DATED MAY 27, 1999 AND RECORDED MAY 28, 1999 AS DOCUMENT 99517500 FOR INGRESS AND EGRESS, AS AMENDED BY THE EASEMENT GRANT AMENDMENT AND PARTIAL RELEASE OF EASEMENT RECORDED FEBRUARY 9, 2012 AS DOCUMENT 1204031051.

Property of Cook County Clerk's Office