

# UNOFFICIAL COPY



Doc# 2000845128 Fee \$88.00

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2020 01:53 PM PG: 1 OF 5

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
DLA PIPER LLP (US) 444 W. LAKE STREET, SUITE 900 CHICAGO, ILLINOIS 60606-0089 ATTENTION: ALISON M. MITCHELL

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 Whetstone Atrium, 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 Spear Street Capital, One Market Plaza Spear Tower, Suite 4125	San Francisco	CA	94105	US

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 ACRC Lender LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Ares Commercial Real Estate Management LLC 245 Park Avenue, 42nd Floor	New York	NY	10167	US

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

ALL OF THE DEBTOR'S PERSONALTY, EQUIPMENT, MACHINERY, FIXTURES, PROCEEDS OF INSURANCE AND CONDEMNATION AWARDS INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN, LOCATED ON OR USED IN CONNECTION WITH THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

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:

WHETSTONE ATRIUM, LLC - COOK COUNTY, ILLINOIS RECORDER OF DEEDS

SV  
P5  
S  
M  
SC  
E  
M

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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

Whetstone Atrium, 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 B ATTACHED HERETO

17. MISCELLANEOUS:

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## EXHIBIT A - UCC-1 FINANCING STATEMENT

### COLLATERAL

DEBTOR: WHETSTONE ATRIUM, LLC, a Delaware limited liability company  
 c/o Spear Street Capital  
 One Market Plaza  
 Spear Tower, Suite 4125  
 San Francisco, California 94105  
 Attention: Asset Manager - Atrium

SECURED PARTY: ACRC LENDER LLC, a Delaware limited liability company  
 c/o Ares Commercial Real Estate Management LLC  
 245 Park Avenue, 42nd Floor  
 New York, New York 10167  
 Attention: Real Estate Debt Legal Department

All of Debtor's right, title and interest in and to the following property and all proceeds thereof, together with all the interest and estate which Debtor may hereafter acquire in the property pertaining to the land and the improvements located thereon described in Exhibit B to this Financing Statement (the "**Land**"):

1. All buildings, structures and improvements of every nature whatsoever now or hereafter erected or situated on the Land, and all fixtures now owned or hereafter acquired by Debtor, on or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all right, title and interest of Debtor in and to any such fixtures together with the benefit of any deposits or payments now or hereafter made on such fixtures by or on behalf of Debtor (collectively, the "**Improvements**").

2. All easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, all warranties relating to the Improvements, hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining to the Land, whether now or in the future, and all the rents, issues, profits, reversions and remainders therefrom.

3. All right, title and interest, if any, of Debtor, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Debtor in and to any strips and gores adjoining the Land.

4. All right, title and interest of Debtor in all leases, subleases, license agreements, concession agreements, and other occupancy agreements of any nature now or hereafter on the Land whether written or oral (collectively, the "**Leases**"), together with all guaranties thereof and security therefor and all monies payable thereunder.

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5. All rents, revenues, issues, profits, proceeds, income, royalties, security deposits, impounds, reserves, tax refunds, termination payments, cancellation payments, option payments, service reimbursements, prepaid rents, royalties, damages payable upon a default under any Lease, concession fees, lease termination payments, and other rights to revenues from the Improvements and/or the businesses and operations conducted by Debtor on the Improvements.

6. All interest in and to all operating accounts of Debtor, any lockbox of Debtor and all funds of Debtor on deposit from time to time with Secured Party or any agent of Secured Party or on deposit in any lockbox, depository account or bank account of Borrower (whether or not controlled by Secured Party).

7. All Personal Property (as hereinafter defined) and all replacements, substitutions and additions to such property described in this paragraph and all proceeds thereof. As used herein, "**Personal Property**" shall mean all of Debtor's personal property, fixtures, attachments and equipment located upon, attached to, used or required to be used in connection with the operation of the Improvements, including the following types of property, as defined in Article 9 of the Uniform Commercial Code as adopted in the State of Illinois: Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Electronic Chattel Paper, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, and Supporting Obligations.

8. All trademarks, copyrights, trade secrets, software, domain names, advertising and promotional materials, whether registered or at common law.

9. All right, title and interest of Debtor in and to the "Interest Rate Protection Agreement", the "Cap Payments" and the "Cap Collateral" as such words and phrases are defined in that certain Collateral Assignment of Interest Rate Protection Agreement dated on or about the date of the filing of this instrument among Secured Party, Debtor and the Issuer therein described.

10. All proceeds of the foregoing, together with any and all judgments, awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Land as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any fire, casualty, accident, damage or other injury to or decrease in the value of the Land, and the proceeds of any sale, option or contract to sell the Land or any portion thereof.

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## EXHIBIT B

### DESCRIPTION OF REAL ESTATE

Real property in the City of Rolling Meadows, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOT 1 IN 3800 GOLF ROAD SUBDIVISION OF PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 31, 1996 AS DOCUMENT NO. 96080514, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, TO GO UPON LOT 2 IN 3800 GOLF ROAD SUBDIVISION AFORESAID, FOR THE PURPOSE OF PERFORMING WORK OF CONSTRUCTION AND MAINTENANCE OF BERTH IF SUCH WORK IS NOT TIMELY PERFORMED BY THE OWNER OF SAID LOT 2, AS GRANTED IN PARAGRAPH 9.4 OF ARTICLE 9 OF THE DECLARATION AND GRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS EXECUTED BY AT&T CORP., A NEW YORK CORPORATION, DATED JANUARY 26, 1996 AND RECORDED FEBRUARY 9, 1996 AS DOCUMENT NO. 96110279, IN COOK COUNTY, ILLINOIS.

Common Address: 3800 Golf Road, Rolling Meadows, Illinois 60008

Tax PIN: 08-07-403-019-0000

Exhibit B-1

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