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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/01/2020 01:15 PM PG: 1 OF 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Christopher A. Olcott (804-697-1229)
B. E-MAIL CONTACT AT FILER (optional) chris.olcott@troutmansanders.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Troutman Sanders LLP P.O. Box 1122 Richmond, VA 23218-1122 Attn: Christopher A. Olcott

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 JCAHIL001 LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Oak Street Real Estate Capital, LLC, 125 S. Wacker Drive, Suite 1223			CITY Chicago	STATE IL	POSTAL CODE 60606	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 TRUIST BANK						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS Attn: Commercial Real Estate Department, 1909 K Street, NW - 2nd Floor			CITY Washington	STATE DC	POSTAL CODE 20006	COUNTRY USA

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

See Exhibit A for a description of the real property to which the collateral relates.

See Exhibit B for a description of the collateral.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is		held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
6a. Check <u>only</u> if applicable and check <u>only</u> one box:			6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction	<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor			

8. OPTIONAL FILER REFERENCE DATA:

Filing Office: Cook County, Illinois

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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 JCAHIL001 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 10c) 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):

See Exhibit A for a description of the real property to which the collateral relates.

See Exhibit B for a description of the 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.

17. MISCELLANEOUS:

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## EXHIBIT A

To UCC-1 Financing Statement naming  
Truist Bank, as Secured Party

### Legal Description

The North 115.37 feet of Lot 1 and Lot 2 (except the North 100 feet) in the Elmhurst-Algonquin Industrial Park Unit No. 1, being a Resubdivision of part of Lot 3 in Linneman's Division in Section 23, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Numbers: 08-23-202-044-0000 and 08-23-202-047-0000

Street Address: 3007 Malmo Drive, Mount Prospect, Illinois 60005

(End of Property Description)

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## EXHIBIT B

To UCC-1 Financing Statement naming  
Truist Bank, as Secured Party

### Collateral Description

All of the Debtor's right, title and interest in, to and under (i) the Real Property; (ii) the Personalty; (iii) the Leases; (iv) the Rents, (v) the Contracts of Sale; and (vi) the proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all proceeds payable under any policy of insurance with respect to the damage or destruction of all or any part of the Property and all proceeds from any Condemnation and/or Casualty, including, without limitation, the Condemnation Awards.

The following terms, as used in this Exhibit B, have the following meanings:

"Accounts" means all accounts of the Debtor within the meaning of the Uniform Commercial Code of the State derived from or arising out of the use, occupancy or enjoyment of the Real Property or for services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Casualty" means any act or occurrence of any kind or nature that results in damage, loss or destruction to the Property.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including without limitation, reasonably attorneys' fees and the costs and expenses of third party attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title, of use, or of any other property interest under the exercise of the power of eminent domain, whether temporarily or permanently, by any Governmental Authority or by any Person acting under Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Contracts of Sale" means any contracts for the sale of all or any part of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the Proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contracts of sale.

"Equipment" means all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Improvements), now or hereafter located or contained in or upon, or attached to, the Real Property, whether now owned or hereafter acquired by the Debtor; together with all Additions to the Equipment and Proceeds thereof.

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“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Improvements” means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land.

“JCI Lease” means the Lease Agreement dated March 6, 2020 (to be effective as of March 16, 2020), by and between the Debtor, as landlord, and the JCI Tenant, as tenant, as amended or otherwise modified from time to time.

“JCI Tenant” means Johnson Controls, Inc., a Wisconsin corporation.

“Land” means the Land described on Exhibit A, together with (a) all estates, title interests, title reversion rights, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements and other rights, now or hereafter owned by the Debtor and belonging or appertaining to such land, (b) all Claims whatsoever of the Debtor with respect to the Land, either in law or in equity, in possession or in expectancy, and (c) all estate, right, title and interest of the Debtor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to, such land.

“Leases” means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, including without limitation the JCI Lease, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

“Personalty” means all of the Debtor’s interest in personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Real Property, including, without limitation, (a) the Equipment, (b) the Accounts, (c) any franchise or license agreements and management agreements entered into with respect to the Real Property or the business conducted therein, and (d) all plans and specifications, contracts and subcontracts for the construction or repair of the Improvements, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any Governmental Authority, letters of credit and policies of insurance; together with all Additions to thereto and Proceeds thereof.

“Proceeds” means all proceeds within the meaning of the Uniform Commercial Code of the State and shall also include the proceeds of any and all insurance policies.

“Property” means the Land, the Improvements and the Personalty, and all Additions to, and Proceeds of, all of the foregoing.

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“Real Property” means the Land and the Improvements, and all Additions to, and Proceeds of, each of the foregoing.

“Rents” means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, or from any Lease or other use or occupancy agreement pertaining to the Property.

“State” means the state in which the Real Property is situated.

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