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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/06/2020 12:29 PM PG: 1 OF 6

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 W. TRILLING, ESQ.
GINSBERG JACOBS LLC
300 SOUTH WACKER DRIVE, SUITE 2750
CHICAGO, ILLINOIS 60606

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
345 N. MORGAN, LLC

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
333 N. GREEN STREET, STE 1100 CHICAGO IL 60607 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
CIBC BANK USA

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
120 S. LASALLE STREET CHICAGO IL 60603 USA

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

ALL ASSETS OF DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, WITHOUT LIMITATION, GOODS OR PROPERTY WHICH ARE OR ARE TO BECOME FIXTURES, AS MORE FULLY DESCRIBED ON EXHIBIT A AND EXHIBIT B, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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:

CIBC - 345 N. MORGAN - COOK COUNTY - LAND LOAN

6

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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	
	345 N. MORGAN, 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:

CIBC - 345 N. MORGAN - COOK COUNTY

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Exhibit A
to
UCC Financing Statement

Debtor: 345 N. Morgan, LLC, a Delaware limited liability company

Secured Party: CIBC BANK USA, an Illinois state chartered bank, its successors and assigns

Collateral

THE LAND located in Cook County, Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing, (the "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all rights and interests of Debtor under that certain Development Rights Agreement dated as of March 29, 2019 and recorded with Cook County Recorder of Deeds on March 29, 2019 as Document No. 1908845050, all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving,

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sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring, and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "**Fixtures**"); it being agreed that all of said property owned by Debtor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of the Mortgage.

TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of Illinois, as the same may be amended from time to time (the "Code") of Debtor located on the Land or in the Improvements which are now or in the future owned by Debtor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or improvements thereon or proceeds of any sale, option or contract to sell the Land or improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to individually as a "**Lease**" and collectively as the "**Leases**"), and all rents, issues, incomes and profits in any manner arising under the Leases (herein collectively referred to as the "**Rents**"), and all right, title and interest which Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights;

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TOGETHER WITH any and all Awards and Insurance Proceeds, as each are hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and Debtor hereby authorizes, directs and empowers Secured Party, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Section 7 or Section 8 of the Mortgage, to payment of the Debt, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and Debtor agrees to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such proceeds;

TOGETHER WITH all rights reserved to or granted to the developer or declarant under the provisions of any (a) declaration of restrictive covenants and easements affecting the Land or the Premises, or (b) declaration of condominium ownership for the institution of a regime of condominium ownership affecting the Land or the Premises or otherwise granted to the developer or declarant;

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party;

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated on or about the filing of this financing statement and made by Debtor to and in favor of Secured Party (the "Mortgage").

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Exhibit B
to
UCC Financing Statement

Debtor: 345 N. Morgan, LLC, a Delaware limited liability company

Secured Party: CIBC BANK USA, an Illinois state chartered bank, its successors and assigns

Legal Description of Land

PARCEL 1:

THAT PART OF LOTS 8, 9, 11 AND 14, TOGETHER WITH LOTS 10, 15 AND 16 IN BLOCK 4 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 4 BEING ALSO THE EAST LINE OF N. MORGAN STREET A DISTANCE OF 189.71 FEET TO A POINT 10.781 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89 DEGREES 57 MINUTES 05 SECONDS EAST A DISTANCE OF 36.50 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 36 SECONDS EAST ALONG A LINE WHOSE TERMINUS IS 19.95 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 8 AS MEASURED ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 103.20 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 185.435 FEET TO THE SOUTH LINE OF SAID LOT 14, ALSO BEING THE NORTH LINE OF W. CARROLL AVENUE; THENCE NORTH 89 DEGREES 54 MINUTES 05 SECONDS WEST ALONG SAID LINES A DISTANCE OF 139.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT-OF WAY AS GRANTED IN A DRIVEWAY EASEMENT AGREEMENT RECORDED AUGUST 17, 2015 AS DOCUMENT 1522922046.

Common Address: 345 N. Morgan Street, Chicago, Illinois

PIN(s): 17-08-404-008