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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



2026822054

Doc# 2026822054 Fee \$93.00

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

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 10:21 AM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) T. Randall Graeb, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> Barack Ferrazzano Kirschbaum & Nagelberg LLP 200 West Madison, Suite 3900 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 333 Building Corporation			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 680 N. Lake Shore Drive, Suite 1900		CITY Chicago	STATE POSTAL CODE COUNTRY IL 60611-3084 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 USAA Life Insurance Company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 9830 Colonnade Blvd., Suite 600		CITY San Antonio	STATE POSTAL CODE COUNTRY TX 78230 USA

4. COLLATERAL: This financing statement covers the following collateral:
All right, title and interest of Debtor in and to the property described on Exhibit B attached hereto and used in connection with that certain real property described on Exhibit A attached hereto and made a part hereof.

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5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. 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	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <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: Filed with County of Cook-Illinois CM # USRE-0147	

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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 333 Building Corporation	
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 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 15 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

Filed with County of Cook-Illinois CM # USRE-0147

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Debtor – 333 Building Corporation, a Delaware corporation
Secured Party – USAA Life Insurance Company

EXHIBIT A
TO
UCC FINANCING STATEMENT

Legal Description

Parcel 1:

All that part of Lots 1, 2, 3, 4 and 5 in Block 5 in Fort Dearborn Addition to Chicago, being a subdivision of the Southwest Fractional 1/4 of Section 10, Township 39, Range 14, East of the Third Principal Meridian, lying West of a straight line drawn through said Lots from a point in the Northerly line of said Lot 1, a distance of 121.18 feet Easterly from the West line of said Lot 1 to a point in the Southerly line of said Lot 5, a distance of 124.00 feet Easterly from the Westerly line of said Lot 5, reference being had to the Map of said Addition appearing of record in New Volume 'H' of Maps Page 119 (except from said Tract of Land that part thereof described in Condemnation Proceedings in the County Court as Case 33202) in Cook County, Illinois.

Parcel 2:

Lots 2 and 3 in Flanders and Wodsworth's Subdivision of Lot 12 in Thomas Dyer's Subdivision of Lots 6, 7, 8, 9, 10 and 11 in Block 5 of Fort Dearborn Addition to Chicago, being a subdivision of the Southwest Fractional 1/4 of Section 10, Township 39, 14, East of the Third Principal Meridian, (excepting from said premises that part taken by the City of Chicago for widening and improving North Michigan Avenue) in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcel 1 as granted in an Agreement recorded as document 9848660, granting the right to construct and maintain caissons along the easterly line of the land below a horizontal plane of 21 feet below Chicago City Datum that may be enlarged and extended onto the land lying east and adjoining parcel 1.

Address: 333 N. Michigan Avenue, Chicago, Illinois

Tax ID Nos.: 17-10-301-001-0000 and 17-10-301-003-0000

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Secured Party – USAA Life Insurance Company

EXHIBIT B TO UCC FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the “Collateral”); capitalized terms not otherwise defined shall have the meaning ascribed thereto in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement made by Debtor, as Grantor, in favor of Lender, as Beneficiary (as may be amended, restated, modified or supplemented from time to time, the “Security Instrument”):

- A. All of the following described real property (hereinafter called the “Land”), located in Cook County, Illinois to wit:

The real property described in Exhibit “A” attached hereto;

- B. All and singular, the buildings and improvements, situated, constructed, or placed on the Land, and all right, title and interest of Debtor in and to (1) all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the Land, (2) all easements, licenses, rights of way, rights of ingress or egress, and all covenants, conditions and restrictions benefiting the Land, (3) all strips, gores or pieces of land abutting, bounding, adjacent or contiguous to the Land (4) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to the Land, (5) any riparian, appropriative or other water rights of Debtor appurtenant to the Land and relating to surface or subsurface waters, (6) all wastewater (sewer) treatment capacity and all water capacity assigned to the Land, (7) any oil, gas or other mineral or mineral rights relating to the Land or to the surface or subsurface thereof owned by Debtor, (8) any reversionary rights attributable to the Land;
- C. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, and any modifications, renewals and extensions thereof, covering or affecting the Land or any buildings or improvements belonging or in any way appertaining thereto, or any part thereof, and including any lease guarantees (collectively, the “Leases”);
- D. All the rents, income, revenues, issues, uses, profits, lease renewal and termination fees, security and other deposits (whether in the form of cash, letter of credit, promissory note or other instrument, to the extent any such deposit may be pledged to Lender under applicable law) made or hereafter made in respect of the Leases (collectively, the “Rents”), insurance claims and proceeds and condemnation awards now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties included within the provisions of the foregoing paragraph B; and (3) each and

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every lease, sublease and agreement described in the foregoing paragraph C and each and every right, title and interest thereunder, from the date of the Security Instrument until the terms hereof are complied with and fulfilled;

- E. All instruments (including promissory notes), financial assets, documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, supporting obligations, any other contract rights or rights to the payment of money, and all general intangibles (including, without limitation, payment intangibles, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics) now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and (3) each and every lease, sublease and agreement described in the foregoing paragraph C and each and every right, title and interest thereunder; and
- F. All machinery, apparatus, equipment, fixtures and articles of personal property of every kind and nature now or hereafter located on the Land or upon or within the buildings and improvements belonging or in any way appertaining to the Land and used or usable in connection with any present or future operation of the Land or any building or improvement now or hereafter located thereon and the fixtures and the equipment which may be located on the Land and now owned or hereafter acquired by Debtor (hereinafter called the "Equipment"), including, but without limiting the generality of the foregoing, any and all furniture, furnishings, partitions, carpeting, drapes, dynamos, screens, awnings, storm windows, floor coverings, stoves, refrigerators, dishwashers, disposal units, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, maintenance equipment, and all heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and air-cooling equipment, gas and electric machinery and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Security Instrument and all additions, accessions, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, all of which shall be construed as fixtures and will conclusively be construed, intended and presumed to be a part of the Land. It is understood and agreed that all Equipment, whether or not permanently affixed to the Land and the buildings and improvements thereon, shall for the purpose of the Security Instrument be deemed conclusively to be conveyed hereby and, as to all such Equipment, whether personal property or fixtures, or both, a security interest is hereby granted by Debtor and hereby attached thereto, all as provided by the Uniform Commercial Code in effect in the State of Illinois (the "Code"). Equipment shall not include any trade fixtures or personal property of any Tenant or any Equipment leased by Debtor; provided Debtor shall not lease any Equipment used in the operation of the Premises other than customary office equipment and as otherwise complies

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with the provisions of Section 8.9 of the Loan Agreement.

Together with all and singular other tenements, hereditaments and appurtenances belonging to the aforesaid properties, or any part thereof with the reversions, remainders and benefits and all other revenues, rents, earnings, issues and income and profits arising or to arise out of or to be received or had of and from the properties hereby mortgaged or intended so to be or any part thereof and all the estate, right, title, interest and claims, at law or in equity which Debtor now or may hereafter acquire or be or become entitled to in and to the aforesaid properties and any and every part thereof.