



Doc# 2032840196 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/23/2020 12:23 PM PG: 1 OF 7

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)

Dentons US LLP  
 Attn: Kevin D. Bird  
 4520 Main Street, Suite 1100  
 Kansas City, MO 64111

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  
**1154-56 E. 56TH STREET, 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 Antheus Capital, LLC, 40 N. Dean Street, 2nd floor Englewood NJ 07631 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  
**BARCLAYS CAPITAL REAL ESTATE INC.**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 745 Seventh Avenue New York NY 10019 USA

4. COLLATERAL: This financing statement covers the following collateral:  
 See Schedule A and 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

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:  
 Filed with: IL - Cook County Recorder

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## UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. 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

	18a. ORGANIZATION'S NAME <b>1154-56 E. 56TH STREET, LLC</b>		
OR	18b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

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19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	19a. ORGANIZATION'S NAME <b>5557-59 S. UNIVERSITY, LLC</b>			
OR	19b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX			
19c. MAILING ADDRESS <b>c/o Antheus Capital, LLC, 40 N. Dean Street, 2nd Floor</b>		CITY <b>Englewood</b>	STATE <b>NJ</b>	POSTAL CODE <b>07631</b>
			COUNTRY <b>USA</b>	

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	20a. ORGANIZATION'S NAME <b>5429 S. WOODLAWN, LLC</b>			
OR	20b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX			
20c. MAILING ADDRESS <b>c/o Antheus Capital, LLC, 40 N. Dean Street</b>		CITY <b>Englewood</b>	STATE <b>NJ</b>	POSTAL CODE <b>07631</b>
			COUNTRY <b>USA</b>	

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

	21a. ORGANIZATION'S NAME <b>1440 E. 52ND STREET, LLC</b>			
OR	21b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX			
21c. MAILING ADDRESS <b>c/o Antheus Capital, LLC, 40 N. Dean Street, 2nd Floor</b>		CITY <b>Englewood</b>	STATE <b>NJ</b>	POSTAL CODE <b>07631</b>
			COUNTRY <b>USA</b>	

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

	22a. ORGANIZATION'S NAME			
OR	22b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX			
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

	23a. ORGANIZATION'S NAME			
OR	23b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
	SUFFIX			
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

24. MISCELLANEOUS:

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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

**1154-56 E. 56TH STREET, 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 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

**1101 E. HYDE PARK BOULEVARD, LLC**

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

c/o Antheus Capital, LLC, 40 N. Dean Street, 2nd Floor

CITY

**Englewood**

STATE

**NJ**

POSTAL CODE

**07631**

COUNTRY

**USA**

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 A attached hereto and made a part hereof.**

17. MISCELLANEOUS:

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## SCHEDULE A TO UCC-1 FINANCING STATEMENT

DEBTOR: 1154-56 E. 56TH STREET, LLC  
 5557-59 S. UNIVERSITY, LLC  
 5429 S. WOODLAWN, LLC  
 1440 E. 52ND STREET, LLC  
 1101 E. HYDE PARK BOULEVARD, LLC

SECURED PARTY: BARCLAYS CAPITAL REAL ESTATE INC.

### COLLATERAL DESCRIPTION

This Financing Statement covers all of the following property rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. 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 filing and/or revisions to the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing between Borrower and Lender, or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) Easements. 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, 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 reversion and reversions, remainder 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 of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods), furniture, software used in or to operate any of the foregoing property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon

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the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (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 (the “**Uniform Commercial Code**”), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(f) **Leases and Rents**. All existing and future leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect) affecting the use, enjoyment, or occupancy of all or any part the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments, modifications or other agreements relating to such leases, subleases, subsubleases, or other agreements entered 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, and the right, title and interest of Debtor, its successors and assigns, therein, whether before or after the filing by or against Debtor of any petition for relief under Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the “**Bankruptcy Code**”) (the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees’ obligations thereunder (“**Lease Guaranties**”) cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the “**Rents**”) and the right to receive and apply the Rents to the payment of the Debt;

(g) **Condemnation Awards**. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) **Insurance Proceeds**. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) **Tax Certiorari**. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) **Conversion**. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

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(k) Rights. 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 to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) Agreements. 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 respecting 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;

(m) Intangibles. 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;

(n) Accounts. All Accounts, Account Collateral, reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, the Lockbox Account and the Cash Management Account, and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Causes of Action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("Cause of Action"); and

(p) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

The listing of specific rights or property shall not be interpreted as a limitation of general terms. Any capitalized term, not otherwise defined herein shall be construed to have the same meaning as defined in the Loan Agreement by and among the Debtor as Borrower and Secured Party as Lender.



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## EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: 1154-56 E. 56TH STREET, LLC  
 5557-59 S. UNIVERSITY, LLC  
 5429 S. WOODLAWN, LLC  
 1440 E. 52ND STREET, LLC  
 1101 E. HYDE PARK BOULEVARD, LLC

SECURED PARTY: BARCLAYS CAPITAL REAL ESTATE INC.

### LEGAL DESCRIPTIONS

**1. Parcel 1 - 5429 S. Woodlawn, Hyde Park, IL**

LOT 11 IN BLOCK 29 IN KIMBARK ADDITION TO HYDE PARK IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**2. Parcel 2- 5557-59 S. University, Hyde Park, IL**

THE WEST 82.6 FEET OF LOT 13 IN SHOREY'S SUBDIVISION OF THE EAST 2/3 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**3. Parcel 3 - 1101 E. Hyde Park Blvd, Hyde Park, IL**

LOT 1 (EXCEPT THE NORTH 17 FEET THEREOF) AND ALL OF LOTS 4, 5 AND 8 IN BLOCK 2 IN EGANDALE, SAID EGANDALE BEING A SUBDIVISION OF THE EAST 118 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**4. Parcel 4 - 1154-56 E. 56th Street, Hyde Park, IL**

LOT 13 (EXCEPT THE WEST 82.6 FEET) IN SHOREY'S SUBDIVISION OF THE EAST 2/3 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**5. Parcel 5 - 1440 E. 52nd Street, Hyde Park, IL**

LOT 10 AND THE SOUTH 15 FEET OF LOT 11 IN BLOCK 14 IN HYDE PARK IN SECTIONS 11, 12 AND 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.