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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/04/2020 02:30 PM PG: 1 OF 10

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)

Akerman LLP
666 Fifth Avenue, 20th Floor
New York, New York 10103

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
7500 SHORE A, 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 Trinity Flood, 1509 Hidden Acres Lane **Neenah** **WI** **54956** **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
7500 SHORE B, LLC

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Trinity Flood, 1509 Hidden Acres Lane **Neenah** **WI** **54956** **USA**

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 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:
File in Cook County, IL (Trinity) GIT # 41043124

S N
P 10
S Y-3
M
SC
E
INT 14

UNOFFICIAL COPY**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 7500 SHORE A, LLC	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 6916 CLYDE A, LLC			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

19c. MAILING ADDRESS c/o Trinity Flood, 1509 Hidden Acres Lane	CITY Neenah	STATE WI	POSTAL CODE 54956	COUNTRY USA
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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 6916 CLYDE B, LLC			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

20c. MAILING ADDRESS c/o Trinity Flood, 1509 Hidden Acres Lane	CITY Neenah	STATE WI	POSTAL CODE 54956	COUNTRY USA
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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 7038 CHAPPEL A, LLC			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

21c. MAILING ADDRESS c/o Trinity Flood, 1509 Hidden Acres Lane	CITY Neenah	STATE WI	POSTAL CODE 54956	COUNTRY USA
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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
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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
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24. MISCELLANEOUS:

UNOFFICIAL COPY**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

7500 SHORE A, LLCOR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY10. 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

7038 CHAPPEL B, LLCOR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

c/o Trinity Flood, 1509 Hidden Acres Lane

CITY

Neenah

STATE

WI

POSTAL CODE

54956

COUNTRY

USA11. 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:

**7500 S. South Shore Drive
Chicago, Illinois****6916 S. Clyde Avenue
Chicago, Illinois****7038 South Chappel Avenue
Chicago, Illinois**

17. MISCELLANEOUS:

File in Cook County, IL (Trinity)

UNOFFICIAL COPY**SCHEDULE A TO UCC-1 FINANCING STATEMENT**

DEBTOR: 7500 SHORE A, LLC, 7500 SHORE B, LLC, 6916 CLYDE A, LLC,
6916 CLYDE B, LLC, 7038 CHAPPEL A, LLC, and 7038 CHAPPEL B, LLC

SECURED PARTY: BARCLAYS CAPITAL REAL ESTATE INC.

All right, title and interest of Debtor in and to:

(a) The real properties owned by (a) the 7038 Chappel Borrower, located at 7038 S Chappel, Chicago, Illinois, which is more particularly described on Exhibit A annexed hereto and made a part hereof, (b) the 6916 Clyde Borrower, located at 6916 S Clyde, Chicago, Illinois, which is more particularly described on Exhibit A annexed hereto and made a part hereof, and (c) the 7500 Shore Borrower, located at 7500 S South Shore Drive, Chicago, Illinois more particularly described on Exhibit A annexed hereto (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Deb or 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 mortgage 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 and other 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 the Land and the Improvements, or appurtenant thereto, or usable in connection with

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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, all rights to the HAP Contract Payments, 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");

(p) Tenant In Common Agreement. Any and all rights of Debtor's contract rights under (i) that certain Tenancy-In-Common Agreement, dated as of January 8, 2020, between 7500 Shore A, LLC and 7500 Shore B, LLC, (ii) that certain Tenancy-In-Common Agreement, dated as of January 8, 2020, between 6916 Clyde A, LLC and 6916 Clyde B, LLC, and (iii) that certain Tenancy-In-Common Agreement, dated as of January 8, 2020, between 7038 Chappel A, LLC and 7038 Chappel B, LLC;

(q) HAP Contracts; HAP Contract Payments: All HAP Contracts, and any extensions, renewals, modifications or amendments of the HAP Contract and all HAP Contract Payments whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code;

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

This UCC-1 Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded contemporaneously herewith (the "Security Instrument") covering, among other things, the fee simple estate of Debtor in the

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Property (as defined in the Security Instrument) and intended to be duly recorded in the county in which each Property is located.

Property of Cook County Clerk's Office
COOK COUNTY RECORDER OF DEEDS
COOK COUNTY RECORDER OF DEEDS
COOK COUNTY RECORDER OF DEEDS

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

LEGAL DESCRIPTION

Description of Land- 7038 S Chappel, Chicago, Illinois

THE NORTH 40 FEET OF LOT 15, ALL OF LOT 16 AND THE SOUTH 35 FEET OF LOT 17 IN BLOCK 1 IN COMMISSIONERS PARTITION BEING A SUBDIVISION OF SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Description of Land- 6916 S Clyde, Chicago, Illinois

LOTS 97 AND 98 IN FIRST ADDITION TO BRYN MAWR HIGHLANDS, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 500-1/2 FEET THEREOF AND EXCEPT BRYN MAWR HIGHLAND SUBDIVISION AND EXCEPT 67TH AND EAST 68TH STREET HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

Description of Land- 7500 S South Shore Drive, Chicago, Illinois

LOTS 68 AND 69 IN DIVISION 3 IN THE SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 54, 56, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN COOK COUNTY, ILLINOIS.

Description of Land - 2701-2715 East 75th Street, Chicago, Illinois 60649

THAT PART OF LOTS 1 TO 8 INCLUSIVE AND ALL OF PRIVATE ALLEY AND PART OF PRIVATE COURT AS SHOWN ON THE PLAT OF PRIDMOR'S WINDSOR PARK SUBDIVISION OF LOT 70 (EXCEPT THE EASTERLY 50 FEET THEREOF) IN DIVISION NUMBER 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTHERLY OF A LINE DRAWN FROM A POINT IN THE WESTERLY LINE OF SAID PRIDMOR'S SUBDIVISION 118 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID SUBDIVISION TO A POINT IN THE EASTERLY LINE OF SAID SUBDIVISION 118 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID SUBDIVISION, IN COOK COUNTY, ILLINOIS.

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AND

THE EASTERLY 50 FEET OF LOT 70 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1, IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, AFORESAID IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT A (cont.)

Property address: 6916 South Clyde Avenue, Chicago, IL 60649
Tax Number: 20-24-415-014-0000

Property address: 7038 South Chappel Avenue, Chicago, IL 60649
Tax Number: 20-24-421-018-0000

Property address: 7500 South South Shore Drive, Chicago, IL 60649
Tax Number: 21-30-201-026-0000

Property address: 7500 South South Shore Drive, Chicago, IL 60649
Tax Number: 21-30-201-027-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-003-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-040-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-041-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-042-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-043-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-044-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-045-0000

Property address: 2701-2715 East 75th Street, Chicago, IL 60649
Tax Number: 21-30-201-046-0000

Cook County Clerk's Office