

# UNOFFICIAL COPY



Doc# 2108445080 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/25/2021 02:16 PM PG: 1 OF 9

## 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) <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> White and Williams LLP  1650 Market Street - One Liberty Place, Suite 1800  Philadelphia, PA 19103  Attention: William Johnston, Esquire </div>

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 MLRP 400 ASHLAND LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS One Pierce Place, Suite 450		CITY Itasca	STATE IL	POSTAL CODE 60143	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 HARTFORD FIRE INSURANCE COMPANY					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS One Hartford Plaza		CITY Hartford	STATE CT	POSTAL CODE 06155	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL OF DEBTOR'S EXISTING AND FUTURE FIXTURES, EQUIPMENT, LEASES, SUBLEASES, RENTS AND OTHER PERSONAL PROPERTY INSTALLED IN, ATTACHED TO, SITUATED IN, RELATED TO OR OTHERWISE ARISING IN CONNECTION WITH THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO INCLUDING WITHOUT LIMITATION, AND TOGETHER WITH, ALL OF THE PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
To be filed with the Cook County Recorder, IL {19414.171}

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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

MLRP 400 ASHLAND 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

THE HARTFORD RETIREMENT PLAN TRUST FOR U.S. EMPLOYEES

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

One Hartford Plaza

CITY

Hartford

STATE

CT

POSTAL CODE

06155

COUNTRY

USA

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:

The Land is located in Cook County, IL as more fully described on Exhibit A.

17. MISCELLANEOUS:

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**DEBTOR:**

MLRP 400 ASHLAND LLC  
 c/o ML Realty Partners LLC  
 One Pierce Place, Suite 450  
 Itasca, IL 60143

**SECURED PARTY:**

Hartford Fire Insurance Company  
 The Hartford Retirement Plan Trust for U.S. Employees  
 c/o Hartford Investment Management Company  
 One Hartford Plaza  
 Hartford, CT 06155

## EXHIBIT A Legal Description

Exhibit A to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("**Financing Statement**"), naming **MLRP 400 ASHLAND LLC**, a Delaware limited liability company the "**Debtor**" and **HARTFORD FIRE INSURANCE COMPANY**, a Connecticut corporation and **THE HARTFORD RETIREMENT PLAN TRUST FOR U.S. EMPLOYEES**, a New York Trust (collectively the "**Secured Party**").

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

· PARCEL 1:

TRACT 1: LOTS 9 AND 10 IN BLOCK 5 IN J. W. COCHRAN'S SUBDIVISION OF OUT-LOT OR BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2: LOT 11, LOT 12 (EXCEPT THE SOUTH 1 1/4 INCHES), LOTS 14, 15, 16, 17, AND NORTH 11 FEET OF LOT 18 (EXCEPT THAT PART OF LOTS 14 TO 18 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL TO EAST LINE OF SECTION 7) IN SUB-BLOCK 5 IN STEELE AND COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TRACT 1: THE SOUTH 1 1/4 INCHES OF LOT 12 AND ALL OF LOTS 13, 18 (EXCEPT THE NORTH 11 FEET OF LOT 18) 19, 20, 21, 22, 23, 24, 25, AND 26 IN SUB-BLOCK 5 IN J.W. COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOTS 18 AND 19 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 7) ALL IN COOK COUNTY, ILLINOIS.

**UNOFFICIAL COPY****DEBTOR:**

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TRACT 2: LOT 1 (EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH EAST LINE OF SAID SECTION 7) AND ALL OF LOTS 2, 3, AND 4 IN SUBDIVISION OF BLOCK 5 IN BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 3: LOT 5 IN BLOCK 5 IN COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 1, EAST 1 FOOT OF LOT 1-1/2, LOT 3, 4, AND THE EAST 12-1/2 FEET OF LOT 5, LOTS 9, 10, 11 (EXCEPT THE WEST 15 FEET OF THE SOUTH 45 FEET OF LOTS 10 AND 11), LOT 12, LOTS 14 THROUGH 18, 18-1/2 AND LOTS 19 THROUGH 22 IN BLOCK 4 OF COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

ALL THAT PART OF NORTH MARSHFIELD AVENUE CONVEYED AS SUBLOTS BY DEED, FROM HELEN SHEPARD GAGE TO THE CITY OF CHICAGO, SAID DEED RECORDED JANUARY 20, 1898 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2640194, SAID LAND, NOW KNOWN AS NORTH MARSHFIELD AVENUE AND BEING DESCRIBED IN SAID DEED AS "SUBLOTS 8 1/2 AND 8 3/4 IN LOT 5 IN BLOCK 32 IN THE CANAL TRUSTEES' SUBDIVISION SECTION 7-39-14", SAID SUBLOTS 8 1/2 AND 8 3/4, ALSO DESCRIBED AND LOTS 8 1/2 AND 8 3/4 IN BLOCK 5 IN J. W. COCHRAN'S SUBDIVISION OF LOT 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH LIES SOUTH OF THE NORTH LINE OF LOTS 8 1/2 AND 8 3/4 IN BLOCK 5 SAID NORTH LINE ALSO BEING THE LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 4 TO THE NORTHWEST CORNER LOT 8 IN BLOCK 5 LYING NORTH OF THE SOUTH LINE OF LOTS 8 1/2 AND 8 3/4, SAID SOUTH LINE ALSO BEING THE LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 4 TO THE SOUTHWEST CORNER OF LOT 8 IN BLOCK 5 ALL IN J. W. COCHRAN'S SUBDIVISION OF LOT 32 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

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 c/o Hartford Investment Management Company  
 One Hartford Plaza  
 Hartford, CT 06155

ALL THAT PART OF NORTH MARSHFIELD AVENUE LYING EAST OF THE EAST LINE OF LOTS 14 TO 18, BOTH INCLUSIVE, IN BLOCK 4, LYING EAST OF THE EAST LINE OF LOT IN BLOCK 4, LYING WEST OF THE WEST LINE OF LOTS 9 TO 13, BOTH INCLUSIVE, IN BLOCK 5, LYING WEST OF THE WEST LINE OF LOT 26 IN BLOCK 5, LYING SOUTH OF THE LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 14 IN BLOCK 4 TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 5 SAID LINE ALSO BEING THE SOUTH LINE OF LOTS 8 1/2 AND 8 3/4 IN BLOCK 5 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 18 1/2 IN BLOCK 4 TO THE SOUTHWEST CORNER OF LOT 26 IN BLOCK 5 ALL IN J. W. COCHRAN'S SUBDIVISION OF LOT 32, AFORESAID, IN COOK COUNTY, ILLINOIS.

Property Address: 400 N. Ashland Avenue, Chicago, Cook County, Illinois

Parcel Index Numbers: 17-07-241-004-0000; 17-07-241-005-0000; 17-07-241-006-0000;  
 17-07-241-007-0000; 17-07-241-019-0000; 17-07-241-020-0000;  
 17-07-241-021-0000; 17-07-240-009-0000; 17-07-240-012-0000;  
 17-07-240-018-0000; 17-07-240-019-0000; 17-07-240-032-0000;  
 and 17-07-240-034-0000

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## EXHIBIT B Collateral Description

Exhibit B to Uniform Commercial Code (“UCC”) National UCC Financing Statement (Form UCC1) (“**Financing Statement**”), naming **MLRP 400 ASHLAND LLC**, a Delaware limited liability company, the “**Debtor**” and **HARTFORD FIRE INSURANCE COMPANY**, a Connecticut corporation and **THE HARTFORD RETIREMENT PLAN TRUST FOR U.S. EMPLOYEES**, a New York Trust (collectively the “**Secured Party**”).

**COLLATERAL DESCRIPTION.** To secure the full and timely payment and performance of the Obligations, Debtor grants, bargains, sells, and conveys the Collateral to and grant security interest to Secured Party and its successors and assigns in, the following property, rights, interests and estates now owned or hereafter acquired by Debtor (collectively, the “**Collateral**”):

(a) the real property described in Exhibit A, together with any greater estate therein as hereafter may be acquired by Debtor (collectively, the “**Land**”);

(b) all buildings, structures and other improvements, now or at any time situated, placed or constructed on, under or above the Land or any part thereof (collectively, the “**Improvements**”);

(c) all easements, rights, privileges, tenements, hereditaments, rights-of-way, passages, trackage agreements, appendages and appurtenances appertaining or belonging to or used in connection with the Land, the Improvements, or any part thereof, whether now existing or hereafter arising, and all right, title and interest, if any, of Debtor in and to any streets, ways, vaults, alleys, strips or gores of land on, under, above, adjoining or appertaining to the Land, the Improvements, or any part thereof, whether now existing or hereafter arising;

(d) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all water, ditches, wells, reservoirs, sewers, drains, other water, storm and sanitary sewer facilities, and gas, electrical, telecommunication and other utility or similar facilities or systems located on, under, above, adjoining, appertaining to, or off-site of the Land, the Improvements, or any part thereof, and all rights, powers, privileges, and benefits of Debtor in and to any of the foregoing, whether now existing or hereafter arising;

(e) all minerals, crops, timber, trees, shrubs, flowers and landscaping features, now or hereafter located on, under or above the Land, and all mineral, oil and gas leases or rights now owned or hereafter acquired by Debtor;

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(f) all fixtures, furnishings, facilities, utilities, systems, machinery, equipment, appliances, attachments, components, devices, apparatus and other goods or interests therein, now or hereafter attached, appended, annexed or affixed to, installed in or made a part of the Land, the Improvements or any part thereof (collectively, the “**Fixtures**”);

(g) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all goods, inventory, equipment, instruments, promissory notes, documents, accounts, accounts receivable, claims, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles), and all other personal property of any kind or character, including such items of personal property as defined in the UCC, whether now existing or hereafter arising and wherever located (collectively, the “**Personal Property**”), including for the avoidance of doubt: all contract rights; all goodwill, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Land, the Improvements or any part thereof; all names by which the Land, the Improvements or any part thereof may be operated or known and all rights to carry on business under such names; all licenses and franchise agreements; all warranties and guaranties; all rights of Debtor under leases of fixtures, equipment, or other personal property; all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any Governmental Authorities, boards, corporations, providers of utility services, public or private; all building and construction materials; all signage; all computer equipment; all leasehold improvements and interior improvements; all electronic data processing equipment, telecommunications equipment, devices and other fixed assets; and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or therein or affixed thereto, all regardless of whether the same are located at the Land or the Improvements or are located elsewhere (including in warehouses or other storage facilities or in the possession of or on the premises of a bailee, vendor or manufacturer);

(h) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, or now or at any time in effect) which grant a tenancy, possessory or similar interest in, or right to use or occupy, the Land, the Improvements, or any part thereof (collectively, the “**Leases**”);

(i) all guaranties, credit support, and other surety arrangements (written or oral, or now or at any time in effect) of, for or otherwise relating to any of the Leases, together with any cash, securities, letters of credit, support obligations, and other security or deposits now or hereafter given to secure, or otherwise relating to, the Leases or any such guaranty, credit support, or other surety arrangement (collectively, the “**Lease Guaranties**”);

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(j) all base, fixed, gross, minimum, percentage and other rentals or consideration of any kind or nature paid or payable by any tenant, licensee, concessionaire, occupant or other user of the Land, the Improvements, or any part thereof, whether pursuant to a Lease or otherwise (collectively, "**Tenants**"), all amounts paid or payable by Tenants pursuant to escalation or other adjustment provisions in their respective Leases or on account of maintenance or service charges, taxes, assessments, insurance, utilities, air conditioning and heating, and other administrative, management, common area, operating and leasing expenses for the Collateral, all awards hereafter made to Debtor in any bankruptcy, insolvency or reorganization case or proceeding with respect to any Lease, Lease Guaranty or Tenant (whether in cash, notes, securities, or any other form of payment, distributions, or proceeds), and all royalties, issues, profits, revenues, income, and other money and benefits paid or payable by Tenants or arising in connection with any Lease or Lease Guaranty (collectively, the "**Rents**");

(k) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all other agreements (written or oral, or now or at any time in effect) in any way relating to the development, redevelopment, construction, repair, alteration, maintenance, management, use, occupancy, operation, enjoyment, acquisition, financing, disposition, or ownership of the Land, the Improvements or any part thereof, including construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, equipment leases, and leases, licenses, and occupancy agreements in favor of Debtor as tenant, lessee, licensee, or occupant;

(l) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all architectural renderings, plans, specifications, shop drawings and other technical descriptions, models, surveys, tests, reports, assessments, and other data in any way relating to the development, redevelopment, construction, repair, alteration, maintenance, management, use, occupancy, operation, enjoyment, acquisition, financing, disposition, or ownership of the Land, the Improvements or any part thereof, whether now existing or hereafter arising;

(m) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all permits, licenses, certificates of occupancy, franchises, certificates, consents, approvals, water taps, sewer taps, entitlements, and other rights and privileges, now or hereafter obtained in any way relating to the development, redevelopment, construction, repair, alteration, maintenance, management, use, occupancy, operation, enjoyment, acquisition, financing, disposition, or ownership of the Land, the Improvements or any part thereof, whether now existing or hereafter arising;

(n) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all insurance policies or binders, unearned premiums therefor, and proceeds from such policies or binders, whether now existing or hereafter arising;



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(o) all right, title and interest of Debtor, whether now owned or hereafter acquired, in and to all awards, remunerations, reimbursements, settlements or compensation now or hereafter made with respect to any actual or threatened eminent domain proceeding, condemnation, or other taking, whether now existing or hereafter arising;

(p) all funds, reserves, deposits, escrows, or impounds required under the Loan Agreement or any other Loan Document and all deposit accounts now or hereafter maintained by Debtor with respect to the Collateral; and

(q) all accessions, products, additions, replacements and substitutions to or for any of the foregoing items and all proceeds or any of the foregoing items, whether now existing or hereafter arising.

All capitalized terms not defined herein shall have the meaning set forth in that certain Mortgage, Security Agreement and Fixture Filing dated as of March \_\_, 2021 by Debtor for the benefit of Secured Party (as the same may be amended, restated, modified or supplemented from time to time, the "**Security Instrument**").