

# UNOFFICIAL COPY



\*2110222018\*

Doc# 2110222018 Fee \$88.00

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

RHSP FEE:\$9.00 APRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/12/2021 10:55 AM PG: 1 OF 15

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<b>BARRETT J. SCHULZ, ESQ. GINSBERG JACOBS LLC 300 SOUTH WACKER DRIVE, SUITE 2750 CHICAGO, ILLINOIS 60606</b>

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 <b>CAMELEO OZB 2 LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>1142 W. MADISON ST., SUITE 402</b>	<b>CHICAGO</b>	<b>IL</b>	<b>60607</b>	<b>USA</b>

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 <b>ASSOCIATED BANK, NATIONAL ASSOCIATION</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>525 W. MONROE ST., SUITE 2400</b>	<b>CHICAGO</b>	<b>IL</b>	<b>60661</b>	<b>USA</b>

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:  
**ASSOCIATED - FIXTURE FILING - COOK COUNTY #2**

International Association of Commercial Administrators (IACA)

15 pages

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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

CAMELEO OZB 2 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:  
ASSOCIATED - FIXTURE FILING - COOK COUNTY #2

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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## Exhibit A

To

### UCC Financing Statement

**Debtor:** CAMELEO OZB 2 LLC, a Delaware limited liability company, and

**Secured Party:** ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

### Collateral

THE LAND located in Cook County, Chicago, Illinois, which is legally described on Exhibits B-1 through B-9 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 the Debtor now or hereafter acquired in and to any of the foregoing, including without limitation those certain improvements to be constructed on the Land in accordance with the Loan Agreement (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 the Debtor, including without limitation 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 the 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, sinks, security

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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 the 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 (the "Personal Property"):

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 the State of Illinois (the "Code");

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;

TOGETHER WITH all right, title and interest which the 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 or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which the 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 the Debtor any statutory rights;

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 Mortgaged Property 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 the Debtor hereby authorizes, directs and empowers the Administrative Agent, for the benefit of Secured Party, at its

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option, on the Debtor's behalf, or on behalf of the successors or assigns of the 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 the Loan Agreement hereof, 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 the Debtor agrees to execute and deliver from time to time such further instruments as may be requested by Administrative Agent, for the benefit of Secured Party to confirm such assignment to Administrative Agent, for the benefit of Secured Party of any such proceeds;

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Debtor now has or hereafter may acquire of, in and to the Mortgaged Property, 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 the Debtor or by anyone on behalf of the Debtor to the Secured Party; and

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Debtor now has or hereafter may acquire of, in and to the Mortgaged Property, 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 the Debtor or by anyone on behalf of the Debtor to Administrative Agent, for the benefit of Secured Party.

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

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**Exhibit B**

**To**

**UCC Financing Statement**

**LEGAL DESCRIPTIONS**

See attached.

Property of Cook County Clerk's Office

**COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387**

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## EXHIBIT B-1

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

THE SOUTH 50 FEET OF THE NORTH 200 FEET OF LOT 3, OF JAMES D. LYNCH'S ADDITION TO HYDE PARK, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-302-018-0000

Common Address: 5116-18 South Indiana Avenue, Chicago, IL 60615

Property of Cook County Clerk's Office

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## EXHIBIT B-2

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

LOTS 7, 8, 9, AND LOT 10 (EXCEPT THE SOUTH 3-1/2 FEET THEREOF) IN TEWKESBURY'S SUBDIVISION OF LOT 9 AND THE EAST 39.25 FEET OF LOT 8 IN BAYLEY'S SUBDIVISION OF THE NORTH 20 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-305-067-0000 (AFFECTS A PART OF THE LAND)  
20-10-305-068-0000 (AFFECTS A PART OF THE LAND)

Common Address: 5119-25 South Prairie Avenue, Chicago, IL 60615



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## EXHIBIT B-3

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

THE 25 FEET NORTH OF AND ADJOINING THE SOUTH 233 FEET OF LOT 3 AND THE SOUTH 25 FEET OF THE NORTH 583 1/2 FEET OF SAID LOT 3 IN JAMES D. LYNCH'S ADDITION TO HYDE PARK IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-302-044-0000

Common Address: 5154-56 South Indiana Avenue, Chicago, IL 60615

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## EXHIBIT B-4

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

LOT 4 AND THE NORTH 20 FEET OF LOT 5 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING SOUTH MICHIGAN AVENUE) IN BLOCK 2 IN BLAIR'S SUBDIVISION BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-10-301-068-1001 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1002 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1003 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1004 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1005 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1006 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1007 (AFFECTS A PART OF THE LAND)  
20-10-301-068-1008 (AFFECTS A PART OF THE LAND)

Common Address: 5226-28 South Michigan Avenue, Chicago, IL 60615

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## EXHIBIT B-5

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

THE WEST 124.64 FEET OF LOT 31 IN WOODLAWN HIGHLANDS, A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-104-023-0000

Common Address: 6427-29 South Drexel Avenue, Chicago, IL 60637

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## EXHIBIT B-6

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

LOT 22 IN BLOCK 13 IN WOODLAWN RIDGE SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-124-012-0000

Common Address: 6611-13 South Ellis Avenue, Chicago, IL 60637

Property of Cook County Clerk's Office

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## EXHIBIT B-7

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

LOTS 19 AND 20 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN WOODLAWN RIDGE, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-127-036-0000

Common Address: 6656-58 South Woodlawn Avenue, Chicago, IL 60637

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## EXHIBIT B-8

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

LOT 8 IN BLOCK 2 IN WHITE AND COLEMAN'S SUBDIVISION OF LOTS 16 TO 25 IN BLOCK 1; LOTS 1 TO 13 IN BLOCK 2; AND LOTS 13 TO 25 IN BLOCK 3, IN MULVEY'S SUBDIVISION OF THE SOUTH 703.4 FEET OF THAT PART LYING EAST OF THE ILLINOIS CENTRAL RAILROAD OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-227-008-0000

Common Address: 1431-33 East 66th Place, Chicago, IL 60637

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## EXHIBIT B-9

### LEGAL DESCRIPTION

The land is situated in the County of Cook, State of Illinois, as follows:

THE WEST 11.53 FEET OF LOT 12, AND ALL OF LOT 13, AND ALL OF LOT 14 (EXCEPT THE WEST 20.01 FEET THEREOF) IN BLOCK 3 IN BASS'SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 256 FEET THEREOF) IN SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-23-404-024-1001 (AFFECTS PART OF THE LAND)  
20-23-404-024-1002 (AFFECTS PART OF THE LAND)  
20-23-404-024-1003 (AFFECTS PART OF THE LAND)  
20-23-404-024-1004 (AFFECTS PART OF THE LAND)  
20-23-404-024-1005 (AFFECTS PART OF THE LAND)  
20-23-404-024-1006 (AFFECTS PART OF THE LAND)

Common Address: 1421 East 67th Place, Chicago, IL 60637