

UNOFFICIAL COPY



2111022048

Doc# 2111022048 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/20/2021 04:00 PM PG: 1 OF 8

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)

**Deutsche Bank AG New York
5022 Gate Parkway, Suite 400
Jacksonville, FL 32256**

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
830, L.L.C

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
414 N. Orleans Chicago IL 60654

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
Deutsche Bank AG New York

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
60 Wall Street, 15th Floor New York NY 10005

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto and made 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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Bailee/Bailor Licensee/Licensors

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensors

8. OPTIONAL FILER REFERENCE DATA:

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

830, L.L.C

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 and made part hereof.

17. MISCELLANEOUS:

UNOFFICIAL COPY

Exhibit A
to
UCC-1 Financing Statement
of
830, L.L.C. ("Debtor")
in favor of
DB PRIVATE WEALTH MORTGAGE LTD. ("Secured Party")

The collateral includes all rights, title, interest and estate of Debtor now owned or hereafter acquired by Debtor in the Land, Improvements, Fixtures, Personalty, Leases, and Rents, together with each of the following (collectively, the "Mortgaged Premises"):

(a) All right, title and interest (including any claim or demand or demand in law or equity) that Debtor now has or may later acquire in or to the following: all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Premises; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Debtor in or to the Mortgaged Premises, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Premises; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Premises) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Premises; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Premises and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Debtor in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part of it that Debtor now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Premises;

(b) All right, title and interest of Debtor in and to any intangible property rights relating to the Mortgaged Premises or its operation or used in connection with it, including, without limitation, all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Mortgaged Premises including all permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Debtor, environmental indemnity rights and all collateral related thereto, trade names, trademarks and service marks;

(c) All right, title and interest of in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Mortgaged Premises;

(d) Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Premises that may be made with respect to the Mortgaged Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Premises, which award or awards are assigned to Secured Party and Secured Party, at its option, is authorized, directed, and empowered to collect and receive the

UNOFFICIAL COPY

proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them, and to apply them as provided in the Agreement;

(e) All certificates of deposit of Debtor in Secured Party's possession and all bank accounts of Debtor with Secured Party and their proceeds, and all deposits of Debtor with any Governmental Authority and/or public utility company that relate, in each case, to the ownership of the Mortgaged Premises;

(f) All Leases of the Mortgaged Premises or any part of it now or later entered into and all right, title, and interest of Debtor under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms (provided, however, that if Secured Party acquires possession or control of tenants' security deposits, Secured Party shall use the tenants' security deposits only for such purposes as the applicable Leases and Legal Requirements permit));

(g) All right, title and interest of Debtor in and to any and all unearned insurance premiums and all proceeds of any insurance policies covering the Mortgaged Premises, whether or not such insurance policies were required by Secured Party as a condition of making the loan secured by the Mortgage or are required to be maintained by Debtor as provided in the Mortgage; which proceeds are assigned to Secured Party, and Secured Party, at its option, is authorized, directed, and empowered to collect and receive the proceeds of such insurance policies from the insurers issuing the same and to give proper receipts and acquittances for such policies, and to apply the same as provided in the Mortgage;

(h) All plans and specifications for Improvements; all contracts and subcontracts relating to the Improvements; all deposits (other than tenants security deposits described and accounted for in Section 1.9(f) of the Mortgage), funds, accounts, contract rights (including under any sale agreement), instruments, documents, general intangibles, claims against third parties and notes or chattel paper arising from or in connection with the Land or other Mortgaged Premises; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Premises; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land or other Mortgaged Premises, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land or other Mortgaged Premises and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty or other Mortgaged Premises (consent to same is not granted or implied);

(i) All right, title and interest of Debtor in and to all tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Premises;

UNOFFICIAL COPY

(j) Any refunds and credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Premises, in each case paid or payable to Debtor (except to the extent any refunds, rebates or credits relate to taxes or assignments paid directly by any tenant under a Lease);

(k) All money or other personal property of Debtor including, without limitation, any instrument, deposit account, accounts receivable, general intangible, or chattel paper, as defined in Article 9 of Illinois Uniform Commercial Code), previously or later delivered to, deposited with, or that otherwise comes into Secured Party's possession, in each case solely in connection with the Mortgaged Premises, including, the operating of any business thereon by Debtor; and

(l) All proceeds of any of the foregoing.

As used herein, "Mortgaged Premises" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

As used herein, the following defined terms shall have the following meanings:

"Agreement" means that certain Term Loan Agreement dated as of January 19, 2016 among the Companies and Secured Party, as the same may be amended, restated, supplemented or modified from time to time.

"Companies" means Debtor, 311 W. SUPERIOR, LLC, an Illinois limited liability company, 350, L.L.C., an Illinois limited liability company, 95TH STREET VENTURE, L.L.C., an Illinois limited liability company, O.P., L.L.C., an Illinois limited liability company, 430 W. ERIE LLC, an Illinois limited liability company, 750, L.L.C., an Illinois limited liability company and 820 ORLEANS, L.L.C., a Delaware limited liability company, and "Company" means each of them individually.

"Fixtures" means all right, title, and interest of Debtor in and to all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land or the Improvements, or that in some fashion are deemed to be fixtures to the Land or the Improvements under the laws of the State of Illinois, including the Uniform Commercial Code. "Fixtures" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under any Legal Requirement.

"Governmental Authority" shall have the meaning set forth thereto in the Agreement.

"Improvements" means all right, title and interest of Debtor in and to all buildings, structures, improvements, equipment, fixtures, and appurtenances now and later placed on the Mortgaged Premises, including, without limitation, all apparatus and equipment, whether or not physically affixed to the land or any building, which is used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dish washing, garbage disposal, or other services; and all elevators, escalators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and

UNOFFICIAL COPY

access control apparatus, partitions, ducts, compressors, plumbing, ovens, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, pools, spas, pool and spa operation and maintenance equipment and apparatus, and trees and plants located on the Mortgaged Premises, all of which, including replacements and additions, shall conclusively be deemed to be affixed to and be part of the Mortgaged Premises mortgaged to Secured Party under the Mortgage.

“Land” means the real estate or any interest in it described in Exhibit B attached hereto and made a part hereof, together with all Improvements and Fixtures and all rights, titles, and interests appurtenant to it.

“Leases” shall have the meaning set forth thereto in the Agreement.

“Legal Requirement” shall have the meaning set forth thereto in the Agreement.

“Mortgage” means the Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of January 19, 2016, by and between Debtor and Secured Party.

“Personalty” means all of the right, title, and interest of Debtor in and to all tangible and intangible personal property, whether now owned or later acquired by Debtor, including, but not limited to water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on the Land, Improvements or Fixtures, or on other goods located on the Land or the Improvements, together with all additions, accessions, accessories, amendments, modifications to the Land or the Improvements, extensions, renewals, and enlargements and proceeds of the Land or the Improvements, substitutions for, and income and profits from, the Land or the Improvements. The Personalty includes, but is not limited to, all of Debtor’s right, title and interest and to all goods, machinery, tools, equipment (including fire sprinklers and alarm systems and all equipment utilized in the operation of its business; building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants’ security deposits, (subject to Section 1.9(f) of the Mortgage), licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items of the Mortgaged Premises that constitute personal property under the Illinois Uniform Commercial Code.

UNOFFICIAL COPY

“Rents” shall have the meaning set forth thereto in the Agreement.

“Uniform Commercial Code” means the Uniform Commercial Code as the same may be amended, modified or recodified from time to time in the State of Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B

Legal Description

Lot 1 and the South ½ of Lot 2 in Block 29 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax numbers:

17-04-436-047-0000

17-04-436-048-0000

17-04-436-059-0000

Common Address: 830 N. Orleans Street, Chicago, IL 60610