



Doc# 2126357009 Fee \$88.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/20/2021 10:38 AM PG: 1 OF 7

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Sarah Henehan & (714) 357-6845**

B. E-MAIL CONTACT AT FILER (optional)  
**sarah.henehan@thorofarecapital.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Thorofare Capital, Inc.  
633 W. Fifth Street, Suite 2200  
Los Angeles, CA 90071  
Attention: Robert J. Cooper**

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  
**THOR INTERSTATE 55 LLC**

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**25 West 39th Street New York NY 10018 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  
**Thorofare Asset Based Lending REIT Fund V, LLC**

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**633 W. Fifth Street, Suite 2200 Los Angeles CA 90071 USA**

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

See Schedule 1 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
**Record in the Official Records of Cook County, IL // Fixture Filing**

53154/53188



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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

**THOR INTERSTATE 55 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 A to Schedule 1 attached hereto.**

17. MISCELLANEOUS:

**Record in the Official Records of Cook County, IL // Fixture Filing**

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## UCC FINANCING STATEMENT SCHEDULE 1

**Debtor:** Thor Interstate 55 LLC  
**Secured Party:** Thorofare Asset Based Lending REIT Fund V, LLC

All of Debtor's present and future right, title and interest in and to all of the following:

(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 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 (collectively, 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, permits, licenses, rights of way 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 reversions 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) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment");

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing,

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laundry incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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 (as amended from time to time, the "**Uniform Commercial Code**"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, "Personal Property" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(h) Leases and Rents. All leases (including, without limitation, ground leases, subleases or subsubleases), lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement 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 in, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness and the performance of the Other Obligations;

(i) Condemnation Awards. All condemnation awards or payments, including interest thereon ("**Awards**"), which may heretofore and hereafter be made with respect to all or any portion of 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 such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards,

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or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; and Debtor hereby agrees to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award, damage, payment or other compensation;

(j) Insurance Proceeds. All insurance proceeds ("**Insurance Proceeds**") in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

(m) 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;

(n) 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 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;

(o) Trademarks. All tradenames, 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;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Clearing Account Agreement or the Cash Management Agreement, together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

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

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## Exhibit A

### Legal Description

*Property Address: 2750 West 35th Street, Chicago IL*

Situated in the County of Cook, State of Illinois, to wit:

Parcel 1: A tract of land in the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet North of the South line of said Northeast 1/4 of Section 36, with the West line of South Campbell Avenue in said city, as dedicated September 1, 1904 (now vacated), produced North; thence West along the North line of said West 35th Street, 1126.76 feet for a point of beginning; thence North along a line at right angles to the North line of said West 35th Street, 250 feet; thence in a Northeasterly direction forming an angle of 56 degrees 06 minutes 50 seconds deflecting to the right with the last described line, 54.15 feet; thence North along a line forming an angle of 56 degrees 06 minutes 50 seconds deflecting to the left with the last described line, 106 feet; thence West along a line at right angles to the last described line, 23 feet; thence North along a line at right angles to the last described line, 94 feet; thence West along a line forming an angle of 89 degrees 56 minutes 10 seconds with the last described line, measured from South to West, 127.97 feet; thence North at right angles to the last described line, 368.50 feet to the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal; thence Southwesterly along the Southerly line of the Southerly Canal Reserve of Illinois and Michigan Canal to its intersection with the East line of South California Avenue, being 33 feet East of the West line of said Northeast 1/4 of Section 36; thence East along a line parallel to the South line of said Northeast 1/4, 170 feet; thence South along a line parallel to the West line of said Northeast 1/4, 625.32 feet to the North line of West 35th Street aforesaid, being 33 feet North of the South line of said Northeast 1/4 of Section 36; thence East along the North line of West 35th Street, 504.86 feet to the point of beginning, part of which is now known as Lots 1 and 3 in Campbell Soup Company's Subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Non-exclusive perpetual easement for ingress and egress for roadway purposes for the benefit of Parcel 1, created by Grant of Easement from Corner Realty Co., Inc., a corporation of Illinois to Midwest Industrial Properties Company, a limited partnership of New York, by the instrument dated December 10, 1957 and recorded March 13, 1958 as Document 17154966 over parcel of land shown as easement 1" on the plat attached to the aforesaid instrument and made a part thereof, more particularly described as follows:

That part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the Southerly line of the Southerly Canal Reserve of Illinois and Michigan Canal and the East line of South California Avenue (being a line 33 feet East of and parallel to the West line of the Northeast 1/4 of said Section 36); thence South along the East line of South California Avenue, a distance of 26.93 feet; thence Northeasterly along a line 25 feet Southeasterly of (measured at right angles to) and parallel with the Southerly line of said Southerly Canal Reserve to its intersection with a line, 625.32 feet North of and parallel to the North line of West 35th Street (being a line 33 feet North of and parallel to the South line of the Northeast 1/4 of said Section 36); thence West along said last mentioned parallel line to the point of beginning, in Cook County, Illinois.

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Tax ID / Parcel No. 16-36-200-030-0000;16-36-200-032-0000; 16-36-200-034-0000 & 16-36-200-039-0000

***Property Address: 2940 West 36th Street, Chicago, IL***

Situated in the County of Cook, State of Illinois, to wit: Parcel 1: Lots 1 to 49, both inclusive, and also the adjoining and abutting alleys in Block 4 in Gross and Moore's Subdivision in the East 1/2 of the Southwest 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Southeast 1/4 of the Northwest 1/4 of Section 36; thence East along the South line of said Northwest 1/4, a distance of 300.73 feet to its intersection with a line which is 33 feet West from and parallel with the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 36; thence North along the last described parallel line, a distance of 207.53 feet to its intersection with a Southerly boundary of Parcel No. S. W. 14-4 of lands conveyed by Deed recorded in the Recorder's Office of Cook County, Illinois, on July 9, 1964, as v; thence Southwestwardly along said Southerly boundary of the lands so conveyed, a distance of 133.28 feet to a deflection point in said Southerly boundary which is 1.07 feet, measured perpendicularly, Southerly from the Southerly line of the Southerly Reserve of the Illinois and Michigan Canal; thence Southwestwardly, continuing along said Southerly boundary, a distance of 187.67 feet to its intersection with the West line of said Southeast 1/4 of the Northwest 1/4 of Section 36 and; thence South along said West line of the Southeast 1/4 of the Northwest 1/4, a distance of 101.08 feet to the point of beginning in Cook County, Illinois.

Tax ID / Parcel No. 16-36-101-015-0000 and 16-36-301-004-000

Cook County Clerk's Office