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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/10/2021 12:22 PM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Philip M. J. Edison (312) 845-3905

B. E-MAIL CONTACT AT FILER (optional)
edison@chapman.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Philip M. J. Edison
 Chapman and Cutler LLP
 111 West Monroe Street
 Chicago, Illinois 60603**

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
AG ONE EAST DELAWARE OWNER 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 Alcion Ventures LP, 53 State Street, 37th Floor, Suite 3702 Boston MA 02109 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
HEITMAN CREDIT ACQUISITION I, LLC

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
191 North Wacker Drive, Suite 2500 Chicago IL 60606 USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule I attached hereto and made a part hereof.

CC# 21074040 30F6
 CTF JYK

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:
File with: Cook County, Illinois (Matter #4367769)

International Association of Commercial Administrators (IACA)

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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 AG ONE EAST DELAWARE OWNER 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 attached to Schedule I attached hereto and made a part hereof.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

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

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Schedule I
to
UCC Financing Statement

Debtor: AG ONE EAST DELAWARE OWNER LLC
c/o Alcion Ventures LP
53 State Street, 37th Floor, Suite 3702
Boston, Massachusetts 02109

Secured Party: HEITMAN CREDIT ACQUISITION I, LLC
c/o Heitman Capital Management
191 North Wacker Drive, Suite 2500
Chicago, Illinois 60606

This Financing Statement covers the following types (or items) of property under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date stated therein (the "*Mortgage*"), from the Debtor to the Secured Party, including a security interest in all right, title and interest of the Debtor, without limitation, in the following:

(a) All of the land located in Cook County, State of Illinois, and more particularly described on Exhibit A attached hereto and made a part hereof (the "*Premises*"). However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of the Mortgage on the Premises;

(b) All the improvements now or hereafter erected on the Premises (the "*Improvements*"), and all easements, rights of way, appurtenances, uses, servitudes, licenses, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, waters, water rights, and water stock, and any and all fixtures, goods, chattels, equipment and articles of personal property of every kind and character, including any replacements, additions, substitutions therefor, now or at any time in the future, owned by Debtor and affixed to or placed upon or used in connection with the occupancy, enjoyment and operation of the Premises all of which are hereby declared and shall be deemed to be a portion of the security for the Indebtedness herein described and to be subject to the lien of the Mortgage, including but not limiting the generality of the foregoing, all heating, lighting, incinerating, power and total energy equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, ventilating, and communications apparatus, air cooling and air-conditioning apparatus, elevators, escalators, wall-to-wall carpeting, shades, awnings, screens, storm doors and windows, attached cabinets, partitions, ducts and compressors, and such other goods, chattels, and equipment as are adapted to the complete and comfortable use, enjoyment and occupancy of the Property, excluding any of the aforesaid which is owned by any tenant of any individual space leased to such tenant and which according to the terms of any applicable lease may be removed by such tenants at the expiration or termination of said lease;

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(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements;

(d) All existing and future leases, lease guaranties, subleases, subtenancies, licenses, occupancy agreements and concessions (collectively, "*Leases*") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases;

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Mortgage; and any manufacturer's warranties with respect thereto;

(f) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

(g) All rights to the payment of money, all accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally, and any builder's or manufacturer's warranties with respect thereto;

(h) All insurance policies, and contractors payment and performance bonds, pertaining to the Premises or Property and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent

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domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Property, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(i) All "*Equipment*" as that term is defined in the Uniform Commercial Code as in effect in the State of Illinois (as amended, the "*Uniform Commercial Code*");

(j) All "*Goods*" as that term is defined in the Uniform Commercial Code;

(k) All "*Accounts*" as that term is defined in the Uniform Commercial Code;

(l) All "*Investment Property*" as that term is defined in the Uniform Commercial Code;

(m) All "*Instruments*" as that term is defined in the Uniform Commercial Code;

(n) All "*Check Paper*" as that term is defined in the Uniform Commercial Code;

(o) All "*Documents*" as that term is defined in the Uniform Commercial Code;

(p) All "*Letter of Credit Rights*" as that term is defined in the Uniform Commercial Code;

(q) All "*Deposit Accounts*" as that term is defined in the Uniform Commercial Code;

(r) All "*Commercial Tort Claims*" as that term is defined in the Uniform Commercial Code;

(s) All "*General Intangibles*" as that term is defined in the Uniform Commercial Code;

(t) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

(u) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above; and

(v) All leases, rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents, termination fees and security deposits.

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Capitalized terms used herein and not otherwise defined shall have their respective meanings as defined in the Mortgage.

**COOK COUNTY
CLERK
RECORDING DIVISION**

**COOK COUNTY
CLERK
RECORDING DIVISION**

Property of Cook County Clerk's Office

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Exhibit A Legal Description

PARCEL 1:

LOT 1 IN ONE EAST DELAWARE PLACE BEING A VERTICAL SUBDIVISION OF PART OF BLOCK 15 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1, IN, TO, UPON AND THROUGH THE LOCATION OF THE EXISTING BLACK EXHAUST DUCT SYSTEM RUNNING FROM ONE EAST DELAWARE PLACE THROUGH THE DESIGNATED POTASH FACILITY, FOR THE CONTINUED USE OF THE DUCT SYSTEM AT ITS PRESENT LOCATION, AS CREATED BY EASEMENT AGREEMENT DATED AS OF MAY 18, 1992 AND RECORDED JUNE 17, 1992 AS DOCUMENT 92440388, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 3, 1986 AND KNOWN AS TRUST NUMBER 069346-06, AND LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 104384.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE ONE EAST DELAWARE PLACE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 21, 1987 AS DOCUMENT 87463988 AND AMENDED BY FIRST AMENDMENT TO DECLARATION RECORDED JUNE 17, 1992 AS DOCUMENT 92440389 FOR STRUCTURAL SUPPORT; CONSTRUCTION AND MAINTENANCE OF CONCRETE SLABS ON THE FIRST FLOOR AND IN THE BASEMENT; ENCROACHMENTS; INGRESS AND EGRESS; AND RIGHT TO RELOCATE EASEMENTS OR STRUCTURAL PORTIONS OF THE BUILDING ON THE LAND, OVER AND UPON PORTIONS OF LOT 2 IN AFORESAID SUBDIVISION.

Address: 1 East Delaware Place, Chicago, Illinois, 60611

PINs: 17-03-216-023-0000, 17-03-216-029-0000