

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 12/02/2021 06:23 AM Pg: 1 of 6

## 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)
<input type="checkbox"/> Higgins & Brancheau LLC 200 West Adams Street, Suite 2220 Chicago, Illinois 60606 Attention: Michael R. Brancheau

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 1419 S. Wabash Development Corporation				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
225 West Ohio Street, 6th Floor	Chicago	IL	60654	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 Lakeside Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3855 S. Halsted Street	Chicago	IL	60609	USA

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

All of the collateral described on Schedule "1", including, without limitation, all fixtures, improvements and other assets of Debtor now owned or hereafter acquired located on or used in connection with the real property located in Chicago, Cook County, State of Illinois, as more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all proceeds thereof.

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:

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

8. OPTIONAL FILER REFERENCE DATA:

File with the Cook County, Illinois Recorder of Deeds

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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

1419 S. Wabash Development Corporation

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 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 future 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 real property located in Cook County, Illinois as more particularly described on Exhibit "A" attached hereto.

17. MISCELLANEOUS:

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## UCC 1 – Financing Statement

### Schedule 1

#### Description of Collateral

**Debtor:** 1419 S. Wabash Development Corporation, a Delaware corporation  
**Secured Party:** Lakeside Bank

Capitalized words have the meanings given them in that certain Leasehold Mortgage and Security Agreement dated November 30, 2021 by and between Debtor and Secured Party (the "*Leasehold Mortgage*"); and the instruments executed pursuant to the terms thereof.

All of Debtor's estate, right, title and interest in, to and under the following:

The leasehold interest (the "*Leasehold Interest*") as the tenant to that certain Ground Lease dated January 1, 2018 by and between the 1415 Borrower, as landlord, and Mortgagor, as tenant (the "*Ground Lease*"); in connection with the real estate legally described in Exhibit A attached hereto and made a part hereof ("*Real Estate*"), together with the tangible and intangible property hereinafter described, is collectively referred to herein as "*Property*".

**TOGETHER** with all of the rights, title and interest of Mortgagor in buildings, structures and improvements now or hereafter constructed upon or erected upon or located on the Real Estate, all common areas, air rights, tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the Real Estate, and all rents, issues, royalties, income, proceeds, profits, letter-of-credit rights (as defined in the Code hereinafter defined) and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and, to the extent of Mortgagor's interest therein, all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor coverings, now or hereafter, therein or thereon, equipment, systems, risers, all fixtures, apparatus, mechanical devices and piping now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned;

**TOGETHER** with all other leasehold and subleasehold estates and the right, title and interest of Mortgagor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate or any portion thereof, now or hereafter existing or entered into (collectively, the "*Leases*");

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**TOGETHER** all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate, whether under the Leases or otherwise (collectively, the "*Rents*"); subject, however, to the right, power and authority granted Mortgagee in the Assignment of Rents and Leases executed by Mortgagee to and in favor of Mortgagee of even date herewith to collect and apply the Rents as provided therein;

**TOGETHER** with all right, title and interest of Mortgagee in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Property, including, without limitation, all options to purchase or lease the Real Estate or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property, now owned or hereafter acquired by Mortgagee (collectively, the "*Contract Rights*");

**TOGETHER** with all of Mortgagee's interests in "general intangibles" including "payment intangibles" and "software," each as defined in the Code (as hereinafter defined), now owned or hereafter acquired, including, without limitation, all of Mortgagee's right, title and interest in and to: (i) all agreements, ordinances, permits and contracts to which Mortgagee is or may become a party and which relate to the Property; (ii) all obligations and Indebtedness owed to Mortgagee thereunder; (iii) all intellectual property related to the Property; and (iv) all causes of action relating to the Property;

**TOGETHER** with all of Mortgagee's accounts now owned or hereafter created or acquired, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagee: (i) cash, securities, certificates of deposit, accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or Indebtedness owing to Mortgagee arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Mortgagee's rights in, to and under all purchase orders for goods, services or other property; (iii) Mortgagee's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to Mortgagee under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Mortgagee); (v) "securities," "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagee with respect to the Property;

**TOGETHER** with the Tax Deposits (if any);

All of the Leasehold Interest, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the

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Real Estate and to be appropriated to the use of the Real Estate, and shall be for the purposes of the Leasehold Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (within the meaning of Section 9-102(41) of the Uniform Commercial Code enacted in the State of Illinois ("*Code*"), as amended and in effect from time to time), the Leasehold Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagee, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 11 of the Leasehold Mortgage.

**TO HAVE AND TO HOLD** the Property unto the said Mortgagee, its participants, successors and assigns, forever, for the purposes and uses herein set forth, together with all right to possession of the Property after any Event of Default (as hereinafter defined); Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**MORTGAGOR** hereby covenants with and warrants to Mortgagee and with the purchaser at any foreclosure sale that at the execution and delivery hereof, Mortgagor owns the Leasehold Interest in the Property and has a good and indefeasible leasehold estate therein; that the Property is free from all encumbrances whatsoever (and any claim of any other Person (as defined below)); that Mortgagor has good and lawful right to sell, convey, mortgage and encumber the Leasehold Interest; and that Mortgagor and its successors and assigns shall forever warrant and defend the title to the Leasehold Interest against all claims and demands whatsoever. As used herein, "*Person*" means any natural person, corporation, limited liability company, partnership, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

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UCC-1 - Financing Statement

Exhibit "A"

Legal Description

THE SOUTH 20 FEET OF LOT 11 AND ALL OF LOT 12 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 17-22-107-101-0000

Commonly Known As: 1419 S. Wabash, Chicago, Illinois 60605

Property of Cook County Clerk's Office