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UCC FINANCING STATEMENT FOLLOWINSTRUCTIONS	Doc	# 2135	3657006 Fee \$8	8.00
A. NAME & PHONE OF CONTACT AT FILER (optional) Jennifer D. Lawrence (704) 444-2	AAA	FEE:\$9 N A. YAI	.00 RPRF FEE: \$1.00 RBROUGH)
B. E-MAIL CONTACT AT FILER (optional) jennifer.lawrence@katten.com		COOK COUNTY CLERK		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	DATE .	: 12/22	/2021 09:51 AM PG	: 1 OF 7
Katten Muchin Rosenman LLP	□	·	Anisher Nationales - End at a transfer	الا - د د معتبسد
550 South Tryen Street Suite 2000				
Charlotte, NC 29207-4213				
	THE ABOVE SE	ACE IS FO	OR FILING OFFICE USE (ONLY
DEBTOR'S NAME: Provide only one Cab or name (1a or 1b) (use exact, full rename will not fit in line 1b, leave all of item 1 b, ar in check here and provide to the cab.)		of the Debto	ir's name); if any part of the In	dividual Debtor's
1a. ORGANIZATION'S NAME SELF-STORAGE PORT! OLIO XV DST				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 2901 Butterfield Road	Oak Brook	STATE	POSTAL CODE 60523	COUNTRY
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, util r name will not fit in line 2b, leave all of item 2 blank, check here and provide	am a; do not omit, modify, or abbreviate any part in individual Debtor information in item 10 of the			
2a. ORGANIZATION'S NAME	C			
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECU	RED PARTY): Provide only one Se Jured Farty no	L ime (3a or 3		.!
3a. ORGANIZATION'S NAME KEYBANK NATIONAL ASSOCIATION			·	
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 11501 Outlook, Suite 300	Overland Park	SIA) E KS	POSTAL CODE 662 11	COUNTRY
4. COLLATERAL: This financing statement covers the following collateral:		,	175.	

See Schedule A attached hereto and incorporated herewith.

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 <u>only</u> if applicable and check <u>only</u> one box:	6b. 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				
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Bu	yer Bailee/Bailor Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA: Filed with: IL - Cook County (383475.00066) (Site 17)					

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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 SELF-STORAGE PORTFOLIO XV DST 96, INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX ADDITIONAL NAME(\$)/INIT: 41,8 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) fully regarditional 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 Deritor'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 POSTAL CODE COUNTRY ASSIGNOR SECURED どんペーY'S NAME: Provide only one name (11a or 11b) ADDITIONAL SECURED PARTY'S NAME or 11a, ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX POSTAL CODE 11c. MAILING ADDRESS CITY STATE COUNTRY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): Office 13. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the 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 16. Description of real estate; (if Debtor does not have a record interest) See Exhibit A of Schedule A attached hereto.

17. MISCELLANEOUS:

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SCHEDULE A TO UCC-1 FINANCING STATEMENT SELF-STORAGE PORTFOLIO XV DST, as Debtor

And

KEYBANK NATIONAL ASSOCIATION, as Secured Party

All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property (the "**Property**") located upon or used in connection with the real property described in Exhibit A attached to this Schedule A (the "Land"):

- (a) 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 the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument");
- (b) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and irrevolvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- 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, 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 reversion and reversions and remainders, and all land lying in the bed of any structuroad 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:
- (d) All "goods" and "equipment," as such terms are 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, 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"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

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- (e) 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, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution contro' 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 ares 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 we er 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"). Notwith standing 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;
- (f) 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, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the light, 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 (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- (g) All 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 thereto, 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

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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, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) 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 Debt;

- (E) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property subject to the terms, provisions and conditions of the Loan Agreement;
- (i) All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property subject to the terms, provisions and conditions of the Loan Agreement;
- (j) All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (k) All proceeds of the conversion, voluntary of involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (i) Subject to the terms, provisions and conditions of the Lean Agreement, 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;
- (m) All agreements, contracts, certificates, instruments, franchises, permits weenses, 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 respecting or pertaining to 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;
- (n) 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

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Property (excluding, however, the name "Inland" and any mark registered to The Inland Group, LLC, or any of its affiliates), in each case, to the extent assignable;

- (o) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Trust Reserve Account (as such term is defined in the Master Lease Agreement, dated on or about the date hereof, by and between Debtor and Self-Storage Portfolio XV LeaseCo, L.L.C., a Delaware limited liability company), and all accounts established pursuant to the Cash Management Agreement, if any, including, without limitation, the Cash Management Account, together with all deposits or wire transfers made to such accounts, all cash, and the property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (p) All letter of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in the Schedule;
- (q) All commercial to t claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in the Schedule; and
- (r) Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (q) above.

All capitalized terms not defined in Schedule A shall have their respective meanings set forth in the Loan Agreement (as defined in the Security Instrument).

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EXHIBIT A

Legal Description

THE NORTH 8 ACRES OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE EAST 50 FEET DEDICATED FOR HIGHWAY, (EXCEPT THE WEST 275 FEET TAKEN FOR CALUMET EXPRESSWAY) IN COOK COUNTY, ILLINOIS

AND ALSO DESCRIBED AS:

ALL THAT REAL PROPERTY AS DESCRIBED IN THAT CERTAIN DEED TO S.G.S., INC. RECORDED AS DOCUMENT NUMBER 97-278512 IN THE OFFICIAL RECORDS FOR COOK COUNTY, ALLINOIS, ON APRIL 22, 1997, AND BEING ALL OF THE NORTH 8 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 1/4 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 275 FEET THEREOF AND FURTHER EXCEPTING THE EASTERLY 50 FEET THEREOF SITUATED IN COOK COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOU' HEAST 1/4 OF THE NORTHEAST 1/4. SOUTH 89 DEGREES 36 MINUTES 35 SECONDS WES L. A DISTANCE OF 50.0 FEET TO A FOUND 1-INCH IRON PIPE ALONG THE WESTERLY OF STONY ISLAND AVENUE, 100 FEET WIDE, AS DEDICATED PER THAT CERTAIN FLAT FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 9862175 ON DECEMBER 6, 1927, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG A LINE PARALLEL TO AND 50 FEET WESTERLY OF THE EAST LINE OF SAID SECTION H. SAID LINE ALSO BEING SAID WESTERLY LINE OF STONY ISLAND AVENUE, SOUTH 1 DEGREE 04 MINUTES 50 SECONDS EAST. A DISTANCE OF 264.04 FEET TO A FOUND 1-INCH IRON PIPE ALONG THE SOUTHERLY LINE SAID 8 ACRES: THENCE LEAVING SAID WESTERLY LINE OF STONY ISLAND AVENUE AND WESTERLY ALONG SAID SOUTHERLY LINE RUNNING PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1.4 OF THE NORTHEAST 1/4, SOUTH 89 DEGREES 36 MINUTES 35 SECONDS WEST, A DISTANCE OF 996.70 FEET TO A POINT 275 FEET EAST OF SAID WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SAID POINT ALSO BEING A FOUND 1-INCH IRON PIPE; THENCE ALONG A LINE PARALLEL TO AND 275 FEET EAST OF SAID WEST LINE. NORTH 1 DEGREE 04 MINUTES 50 SECONDS WEST, A DISTANCE OF 264.04 FEET TO A POINT ALONG SAID NORTH LINE; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 36 MINUTES 35 SECONDS EAST, A DISTANCE OF 996.70 FEET TO THE TRUE POINT OF BEGINNING.

PIN: 32-11-203-010

Address: 19600 Stony Island Avenue, Lynwood, IL 60411