

Cch# 2108397 LD LK

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Doc# 2135622044 Fee \$88.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/22/2021 02:51 PM PG: 1 OF 8

6076

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
F-2733721 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: IL Cook County

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 WALTON RETAIL LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	908 NORTH HALSTED STREET	CITY CHICAGO	STATE IL POSTAL CODE 60642 COUNTRY 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 CIBC BANK USA			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	120 S. LASALLE STREET	CITY CHICAGO	STATE IL POSTAL CODE 60603 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit "A" attached hereto and made a part hereof for a description of the Collateral, including but not limited to, all machinery, equipment, furniture, fixtures and articles of personal property.

The Real Estate is described in Exhibit "B" attached hereto and made a 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

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: IL - COOK COUNTY

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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

WALTON RETAIL 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:

The Real Estate is described in Exhibit "B" attached hereto and made a part hereof.

17. MISCELLANEOUS:

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EXHIBIT "A" TO UCC – 1 FIXTURE FINANCING STATEMENT

CIBC BANK USA, an Illinois state-chartered bank, as **Secured Party**
WALTON RETAIL LLC, an Illinois limited liability company, as **Debtor**

DESCRIPTION OF COLLATERAL

Debtor hereby grants to Secured Party a security interest in and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party the property described as follows (hereinafter referred to collectively as the "Collateral"):

A. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the Property or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.

B. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.

C. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered into by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to nonperformance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the building and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

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D. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor in connection with the ownership, construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

E. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.

F. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.

G. Any and all contracts for the purchase or sale of the Property or any of the improvements to be built on the Property.

H. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.

I. All proceeds of, substitutions and replacements for, accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.

J. Any and all right, title and interest of Debtor in and to any and all rents, leases and security deposits.

K. A lien upon and security interest in (and Secured Party may, without demand or notice of any kind, when any amount shall be due and payable by Debtor, appropriate and apply toward the payment of such amount, in such order of application as Secured Party may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Debtor now or hereinafter in the possession of Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for

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any reason or purpose whatsoever, in the possession or control of, or in transit to, Secured Party or any agent or bailee for Secured Party. Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including without limitation, the right to sell or otherwise dispose of any or all of such property.

Property of Cook County Clerk's Office

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EXHIBIT "B" TO UCC FIXTURE FINANCING STATEMENT

CIBC BANK USA, an Illinois state-chartered bank, as **Secured Party**
WALTON RETAIL LLC, an Illinois limited liability company, as **Debtor**

LEGAL DESCRIPTION

1: RETAIL PARCEL 1:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE WEST LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 98.16 FEET; THENCE NORTH 90°00'00" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINES OF SAID LOT 6 A DISTANCE OF 14.64 FEET; THENCE SOUTH 00°15'03" WEST 0.96 FEET; THENCE NORTH 90°00'00" WEST 29.14 FEET; THENCE NORTH 00°15'03" EAST 16.06 FEET; THENCE NORTH 90°00'00" WEST 26.16 FEET; THENCE NORTH 00°15'03" EAST 11.09 FEET; THENCE SOUTH 90°00'00" EAST 7.14 FEET; THENCE NORTH 00°15'03" EAST 7.15 FEET; THENCE SOUTH 90°00'00" EAST 5.99 FEET; THENCE NORTH 00°15'03" EAST 13.87 FEET; THENCE NORTH 90°00'00" WEST 12.43 FEET; THENCE NORTH 00°15'03" EAST 33.45 FEET; THENCE NORTH 90°00'00" WEST 6.79 FEET; THENCE NORTH 00°15'03" EAST 17.65 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF LOT 6 AFORESAID 76.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2: RETAIL PARCEL 2:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.36 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 90°00'00" EAST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 24.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00"

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EAST ALONG A LINE PERPENDICULAR TO THE SOUTH LINES OF LOT 6 AFORESAID 17.02 FEET; THENCE SOUTH 90°00'00" EAST 6.60 FEET; THENCE SOUTH 00°00'00" WEST 2.76 FEET; THENCE SOUTH 90°00'00" EAST 3.16 FEET; THENCE SOUTH 00°00'00" EAST 14.26 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 9.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

3: RETAIL PARCEL 3:

THAT PART OF LOT 6 IN WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NUMBER 0825418053, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +26.55 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF WEST WALTON STREET WITH THE NORTH LINE OF NORTH STATE STREET; THENCE SOUTH 00°15'03" WEST ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 107.72 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF SAID LOT 6 A DISTANCE OF 49.07 FEET TO A POINT ON A WEST LINE OF LOT 6 AFORESAID; THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE 19.63 FEET TO A POINT ON A SOUTH LINE OF SAID LOT 6; THENCE NORTH 90°00'00" WEST ALONG A SOUTH LINE OF LOT 6 AFORESAID 21.72 FEET; THENCE NORTH 00°15'03" EAST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 5.14 FEET; THENCE SOUTH 90°00'00" EAST 0.89 FEET; THENCE NORTH 00°15'03" EAST 38.89 FEET; THENCE NORTH 90°00'00" WEST 6.55 FEET; THENCE NORTH 00°15'03" EAST 44.21 FEET TO A POINT ON THE NORTH LINE OF LOT 6 AFORESAID; THENCE SOUTH 89°53'10" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 76.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR PERMANENT ENCROACHMENT OF SUBSURFACE FACILITIES AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, AND EASEMENTS FOR PERMANENT ENCROACHMENTS RECORDED MARCH 19, 2009 AS DOCUMENT 0907822026.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, ENCROACHMENTS AND SHARED FACILITIES AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS FOR ACCESS, CONSTRUCTION, ENCROACHMENTS AND SHARED FACILITIES

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RECORDED MAY 11, 2010 AS DOCUMENT 1013118085 AND FIRST AMENDMENT RECORDED APRIL 30, 2015 AS DOCUMENT 1512041141 AND SECOND AMENDMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429055.

PARCEL 6:

NON-EXCLUSIVE EASEMENTS FOR ACCESS FOR REFUSE REMOVAL AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429056.

PARCEL 7:

NON-EXCLUSIVE EASEMENTS FOR STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, DEMISING WALLS, COMMON WALLS, FLOORS AND CEILINGS, COLUMNS AND BEAMS AND OTHER SUPPORTING ELEMENTS, ENCROACHMENTS, MAINTENANCE, RESTORATION, RECONSTRUCTION, ACCESS TO COMMERCIAL PROPERTY OR BUILDING SYSTEMS, ROOMS OR FACILITIES, SECURITY CAMERAS, INGRESS AND EGRESS THROUGH COMMON CORRIDORS AND STAIRWELLS AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2017 AS DOCUMENT 1732429057.

Address of Property:

9 W. Walton Street
Chicago, Illinois 60610

Permanent Index Nos.:

17-04-435-037-0000