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Doc# 2200315035 Fee \$88.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Monica Cunill (202) 508-5864
B. E-MAIL CONTACT AT FILER (optional) mcunill@kilpatricktownsend.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Kilpatrick Townsend & Stockton LLP 607 14th Street, NW, Suite 900 Washington, DC 20005-2018 Attn: Monica B. Cunill (1257344)

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/03/2022 01:57 PM PG: 1 OF 8

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 OYSTER TWO ILLINOIS OWNER, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS One Maritime Plaza, Suite 2100		CITY San Francisco	STATE CA	POSTAL CODE 94111	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 WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT*					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS Three Wells Fargo, 401 S. Tryon St., 8th Fl.		CITY Charlotte	STATE NC	POSTAL CODE 28202	COUNTRY USA

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

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

PROPERTY LOCATION: 8585 S. 77th Street, Bridgeview, IL 60455 (Cook County)

*OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2016-C37, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C37, AND IN ITS CAPACITY AS "LEAD SECURITIZATION NOTE HOLDER"

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative			
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility		6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser			
8. OPTIONAL FILER REFERENCE DATA: File with Cook County, IL			

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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	
	Oyster Two Illinois Owner, LLC	
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 11b), 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 Schedule A and Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

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SCHEDULE A

TO UCC FINANCING STATEMENT

Debtor: OYSTER TWO ILLINOIS OWNER, LLC, a Delaware limited liability company

Secured Party: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2016-C37, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-C37, and in its capacity as "Lead Securitization Note Holder"

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the land described in Exhibit A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Mortgaged Property**"):

(a) all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "**UCC**"), superior in lien to the lien of the Mortgage;

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(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including 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 Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "**Rents**"), together with 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 proceeds of and any unearned premiums on any insurance policies covering the Mortgaged 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 Mortgaged Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**"); and

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(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

“Bankruptcy Proceeding” shall mean, with respect to any Person, (i) consenting in writing to the appointment of a conservator, receiver, trustee, custodian or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to it or of or relating to all, or substantially all, of its property, or for the winding-up or liquidation of its affairs, (ii) admitting in writing its inability to pay its debts generally as they become due or (iii) filing a petition, or otherwise instituting, or consenting in writing to the institution against it or, proceedings to take advantage of any law relating to bankruptcy, insolvency or reorganization or the relief of debtors under any federal, state or foreign bankruptcy, insolvency, receivership or similar law.

“Closing Date” shall mean November 21, 2016.

“Debt” shall mean the payment of the Note and all sums which may or shall become due thereunder or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, the Mortgage, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the **“Loan Documents”**), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (the **“Bankruptcy Code”**), and (ii) the costs and expenses of enforcing any provision of any Loan Document.

“Assumption Agreement” shall mean that certain Assumption Agreement between Original Debtor, Secured Party, Debtor and certain other borrowers (the **“Other Borrowers”**), dated as of November __, 2021.

“Loan” shall mean the loan in the aggregate original principal amount of THIRTY EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$38,500,000) made by Original Lender to Original Debtor pursuant to the Loan Agreement, as assigned by Original Lender to Secured Party and as assumed by Debtor and Other Borrowers under the Assumption Agreement.

“Loan Agreement” shall mean that certain Loan Agreement dated as of the Closing Date by and between Original Debtor and Original Lender, as assigned by Original Lender to Secured Party and as assumed by Debtor and Other Borrowers under the Assumption Agreement, as the same may, be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Mortgage” shall mean that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Closing Date, made by Original Debtor to Original

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Lender, as assigned by Original Lender to Secured Party and as assumed by Debtor under the Assumption Agreement, as the same may, from time to time, be modified, amended or supplemented.

"Note" shall mean individually or collectively, that certain Promissory Note A-1 and Promissory Note A-2, dated as of the Closing Date in the aggregate original principal amount of the Loan, made by Debtor in favor of Original Lender, as assumed by Debtor and Other Borrowers under the Assumption Agreement, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time.

"Original Debtor" shall mean GFG CI-1, LLC, a Delaware limited liability company.

"Original Lender" shall mean Barclays Bank PLC.

"Promissory Note A-1" shall mean that certain Promissory Note A-1 in the principal sum of \$23,100,000, executed by Original Debtor and payable to Original Lender in evidence of a portion of the Loan, as assumed by Debtor and Other Borrowers under the Assumption Agreement, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

"Promissory Note A-2" shall mean that certain Promissory Note A-2 in the principal sum of \$15,400,000, executed by Original Debtor and payable to Original Lender in evidence of a portion of the Loan, as assumed by Debtor and Other Borrowers under the Assumption Agreement, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"State" shall mean the State in which the Property is located.

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Exhibit A

Legal Description

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, 179.0 FEET (AS MEASURED ALONG THE WEST LINE) NORTH OF THE SOUTH LINE OF SAID SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 33.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1212.0 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD RIGHT OF WAY, (BEING THE EAST 33.0 FEET EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36); THENCE SOUTHERLY ALONG SAID LOT, A DISTANCE OF 1122.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 429.0 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, A DISTANCE OF 510.0 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 240.0 FEET, MORE OR LESS TO A POINT ON THE EAST LINE OF SAID TRACT, SAID POINT BEING 559.89 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 562.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING; ALSO, EXCEPT THE NORTH 543.00 FEET OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

Property Identification Number: 18-36-306-009-0000

Street Address: 8585 S. 77th Street, Bridgeview, Illinois 60455

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EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED TO CSX TRANSPORTATION, INC BY QUITCLAIM DEED, RECORDED DECEMBER 26, 2018 AS DOCUMENT 1836045000, DESCRIBED AS FOLLOWS:

THAT PART OF SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS USING BEARINGS REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011):

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 02 DEGREES 03 MINUTES 09 SECONDS WEST ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 848.83 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF THE PREMISES CONVEYED IN DEED RECORDED DECEMBER 2, 2016 AS DOCUMENT NO. 1633713029; THENCE SOUTH 87 DEGREES 55 MINUTES 24 SECONDS WEST ON SAID EASTERLY EXTENSION, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BALTIMORE & OHIO, CHICAGO TERMINAL RAILROAD, AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 03 MINUTES 09 SECONDS EAST ON SAID WESTERLY RIGHT-OF-WAY LINE, BEING ALSO THE EASTERLY LINE OF SAID PREMISES, 16.39 FEET TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PREMISES; THENCE SOUTH 19 DEGREES 39 MINUTES 20 SECONDS WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE ON THE SOUTHEASTERLY LINE OF SAID PREMISE, 26.43 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 51 SECONDS WEST, 10.22 FEET TO A POINT 20.00 FEET WEST OF SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 02 DEGREES 03 MINUTES 09 SECONDS WEST PARALLEL WITH SAID WESTERLY RIGHT-OF-WAY LINE, 40.94 FEET TO THE NORTHERLY LINE OF SAID PREMISES; THENCE NORTH 87 DEGREES 55 MINUTES 24 SECONDS EAST ON SAID NORTHERLY LINE, 20.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.