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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/11/2022 03:23 PM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Estafani Gaspar-Ojeda (704) 444-2000

B. E-MAIL CONTACT AT FILER (optional)  
estafani.gaspar-ojeda@katten.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Katten Muchin Rosenman LLP  
550 S. Tryon Street  
Suite 2900  
Charlotte, NC 28202-4213

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  
NEA CHICAGO MARKETPLACE, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS  
2600 West 35th Street

CITY Chicago	STATE IL	POSTAL CODE 60632	COUNTRY USA
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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  
BSPRT CMBS FINANCE, LLC

OR

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

3c. MAILING ADDRESS  
1345 Avenue of the Americas, Suite 32A

CITY New York	STATE NY	POSTAL CODE 10105	COUNTRY US
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4. COLLATERAL: This financing statement covers the following collateral:  
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 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:  
Filed with: IL - Cook County (385377-00340) F#850311 A#1166044

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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	NEA CHICAGO MARKETPLACE, 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 of Schedule A attached hereto.

17. MISCELLANEOUS:

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## SCHEDULE A

**NEA CHICAGO MARKETPLACE, LLC, as Debtor**

**and**

**BSPRT CMBS FINANCE, LLC, 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 on **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 and Security Agreement given by Debtor in favor of Secured Party in connection herewith encumbering the Land (the "**Security Instrument**");

b) The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

c) 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 reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, 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 machinery, equipment, fixtures (including, but not limited to, air heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, but specifically excluding any of the foregoing that are owed by a Tenant (except to the extent of any interest by Debtor

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therein) (those portions of the foregoing constituting equipment under applicable Legal Requirements, the “**Equipment**”, those portions of the foregoing constituting personal property under applicable Legal Requirements, the “**Personal Property**”, those portions of the foregoing constituting fixtures under applicable Legal Requirements, the “**Fixtures**” and all of the foregoing, collectively, the “**Equipment, Fixtures and Personal Property**”), and the right, title and interest of Debtor in and to any of the foregoing 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**”), and all proceeds and products of the above;

e) All leases, subleases, subsubleases, lettings, licenses, rental agreements, registration cards and agreements, 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, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) 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, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, registration fees, 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 Property (or any portion thereof), 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/or occupancy of the Property (or any portion thereof) or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (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;

f) All insurance 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 (collectively, the “**Insurance Proceeds**”);

g) All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made

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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 (collectively, the “Awards”);

h) 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;

i) 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;

j) All agreements, contracts, certificates, instruments, franchises, permits, licenses, 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 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;

k) 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 Property;

l) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the “Accounts”);

m) All proceeds of any of the foregoing items set forth in subsections (a) through (l) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

n) Any and all other rights of Debtor in and to the items set forth in subsections (a) through (m) above.

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

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## EXHIBIT A

### LEGAL DESCRIPTION

THE FOLLOWING TRACT OF LAND SITUATE IN THE CITY OF CHICAGO, THE COUNTY OF COOK, AND THE STATE OF ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 1:

THOSE LOTS AND PARTS OF LOTS 32 THROUGH 36, BOTH INCLUSIVE, TOGETHER WITH A PORTION OF THAT PART OF CANAL D (NOW FILLED) IN BLOCK 13 IN SJ WALKER'S DOCK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST HALF, NORTH OF THE RIVER, OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 32, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTE 08 SECONDS WEST, ALONG THE WEST LINE OF SAID LOTS 32 THROUGH 36, (BEING ALSO THE EASTERLY LINE OF SOUTH DAMEN AVENUE) A DISTANCE OF 440.00 FEET TO A LINE 35.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID LOT 36, THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 268.11 FEET, TO A LINE 268.11 FEET EAST FROM AND PARALLEL WITH SAID WEST LINE OF LOTS 32 THROUGH 36; THENCE SOUTH 00 DEGREES 01 MINUTE 08 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 440.21 FEET TO A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 32, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 15.00 FEET OF LOT 7 IN SAID BLOCK 13 SAID POINT BEING 24.72 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 268.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THOSE PARTS OF LOTS 3 THROUGH 7, BOTH INCLUSIVE, TOGETHER WITH A PORTION OF THAT PART OF CANAL D (NOW FILLED) IN BLOCK 13 IN SJ WALKER'S DOCK ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST HALF, NORTH OF THE RIVER, OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID LOT 3 WITH THE EAST LINE OF THE WEST 15.00 FEET OF LOTS 3 THROUGH 7; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF THE WEST 15.00 FEET OF LOTS 3 THROUGH 7, A DISTANCE OF 440.28 FEET TO A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 32 IN BLOCK 13, SAID

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POINT BEING 25.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, EASTERLY TO A POINT ON THE EAST LINE OF THE WEST 15.00 FEET OF SAID LOT 7, SAID POINT BEING 24.72 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 90.53 FEET TO A LINE 268.11 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF LOTS 32 THROUGH 36 IN SAID BLOCK 13; THENCE NORTH 00 DEGREES 01 MINUTE 08 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 440.21 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID LOT 3; THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 90.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3

TOGETHER WITH TERMS AND PROVISIONS OF THAT DECLARATION OF EASEMENTS FOR INGRESS, EGRESS, AND ACCESS DATED JUNE 30, 2010 AND RECORDED AUGUST 10, 2010 AS DOCUMENT NO. 1022256015, AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS DATED AUGUST 24, 2012 AND RECORDED SEPTEMBER 6, 2012 AS DOCUMENT NO. 1225039096 WITH COOK COUNTY RECORDER OF DEEDS, ILLINOIS.

## PARCEL 4

TOGETHER WITH TERMS AND PROVISIONS OF THAT DECLARATION OF EASEMENT FOR INGRESS, EGRESS AND ACCESS AND FOR MAINTENANCE OF STORMWATER FACILITIES DATED AUGUST 24, 2012 AND RECORDED SEPTEMBER 6, 2012 AS DOCUMENT NO. 1225039097 WITH COOK COUNTY RECORDER OF DEEDS, ILLINOIS.

## PARCEL 5

TOGETHER WITH TERMS AND CONDITIONS OF A LEASE AGREEMENT DATED JUNE 20, 2020 MADE BY AND BETWEEN 26<sup>th</sup> & DAMEN, INC., AN ILLINOIS CORPORATION, AS LANDLORD, AND NEA CHICAGO MARKETPLACE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TENANT, AS EVIDENCED BY A MEMORANDUM OF PARKING LOT LEASE, DATED JANUARY 6, 2022 AND RECORDED JANUARY 10, 2022 AS DOCUMENT NO. 2201007111.

PIN: 17-30-208-018-0000

COMMON ADDRESS: 2455 SOUTH DAMEN AVE., CHICAGO, IL 60608