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\*2201319025\*

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2201319025 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2022 09:45 AM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Peter J. Mignone, Esq. (212-309-1023)</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Hunton Andrews Kurth LLP 200 Park Avenue 52nd Floor New York, New York 10166</b>

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 <b>Chicago NLM LL, LLC</b>					
OR	1b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS <b>c/o Investcorp International Realty, Inc., 280 Park Avenue</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10017</b>	COUNTRY <b>USA</b>

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 <b>MCMIF TRS I, LLC</b>					
OR	3b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS <b>c/o MIM Real Estate, 3500 Lenox Road NE, Suite 200</b>		CITY <b>Atlanta</b>	STATE <b>GA</b>	POSTAL CODE <b>30326</b>	COUNTRY <b>USA</b>

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

See Rider A and Exhibit A 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
for recording in Cook County, IL (500 Glenn, Wheeling, IL) (039789.0000368)

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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 <b>Chicago NLM LL, LLC</b>
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
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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
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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 Rider A and Exhibit A attached hereto and made a part hereof.**

17. MISCELLANEOUS:

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## RIDER A to UCC-1 Financing Statement

This Rider A is attached to and incorporated in the UCC-1 financing statement pertaining to Chicago NLM LL, LLC, a Delaware limited liability company (“**Debtor**”) and MCMIF TRS I, LLC, a Delaware limited liability company, as secured party (“**Secured Party**”) in connection with a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 23, 2021 (the “**Security Instrument**”; capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Security Instrument), by Debtor in favor of Secured Party, covering, among other things, the estate of Debtor in the Collateral (as hereinafter defined) and intended to be duly recorded in Cook County, IL.

The attached UCC-1 financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the “**Collateral**”):

1. **Real Property:**

a. that certain real property located in the County and State which is more particularly described in Exhibit A attached to the Security Instrument, or any portion of the real property; all easements, rights-of-way, gaps, strips and gores of land; streets and alleys; sewers and water rights; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Debtor with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the “**Land**”);

b. all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the “**Improvements**”);

c. all present and future income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits made with respect to the Land, Improvements or Leases (whether payable or paid to Debtor or Master Tenant (as defined below)), including, but not limited to, all claims, damages and other amounts payable to Debtor in the event of a default under or termination of any of the Leases, including without limitation all of Debtor’s claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments (including, without limitation, business improvement district taxes, ballpark taxes, franchise taxes, public space rental payments, and vault payments) or insurance premiums made by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in

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connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of the Security Instrument, subject to application in accordance with the Loan Agreement (“**Insurance Proceeds**”) (all of the items set forth in this paragraph are referred to collectively as “**Rents and Profits**”);

d. all damages, payments and revenue of every kind that Debtor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;

e. all proceeds and claims arising on account of any damage to, or Condemnation (as hereinafter defined) of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements, subject to application in accordance with the Loan Agreement;

f. all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements;

g. all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names, and goodwill relating to the Land and/or Improvements; and

h. all of (i) Debtor’s right, title and interest in and to that certain Master Lease of even date herewith (the “**Master Lease**”) between Debtor, as master landlord, and Chicago NLM TT, LLC, a Delaware limited liability company, as master tenant (“**Master Tenant**”), including any security interest in the Real Property granted by Master Tenant to Debtor.

2. **Personal Property:** Debtor irrevocably sells, transfers, grants, conveys, assigns and warrants to Secured Party, its successors and assigns, a security interest in Debtor’s interest in the following personal property which is collectively referred to as “**Personal Property**”:

a. any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future by Debtor or Master Tenant, which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;

b. all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owner’s association or similar group;

c. all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Debtor relating to the plans and specifications or to the construction of the Improvements;

d. all inventory, furnishings, fixtures, equipment, machinery, goods, accounts, general intangibles, letter of credit rights, commercial tort claims, deposit accounts, documents,

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instruments and chattel paper and all substitutions, replacements of, and additions to, any of the these items;

e. all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale;

f. any security interest in the Personal Property granted by Master Tenant to Debtor under the Master Lease;

g. all other assets of Debtor, whether now owned or existing or hereafter acquired or arising and wherever located; and

h. all of Debtor's right, title and interest, whether now owned or hereafter acquired, now existing or hereafter arising, wherever located, in, to and under any interest rate hedge agreement, interest rate cap agreement, interest rate swap agreement, or any similar agreement or combination thereof relating to the Loan, including without limitation any interest rate cap agreement required under Section 2.10 of the Loan Agreement including any related ISDA Master Agreement and any related Schedule thereto, and in, to, under or pursuant to any and all amendments, supplements and additions thereto as any such agreement may be amended or replaced from time to time (collectively, an "**Assigned Rate Cap Agreement**"), including, but not limited to, any and all rights that Debtor may now or hereafter have to any and all payments, disbursements, distributions or proceeds owing, payable or required to be delivered to Debtor on account of any Assigned Rate Cap Agreement, whether as contractual obligations, damages or otherwise, and all of Debtor's claims, rights, powers, privileges, interests, liens and remedies under or arising out of any Assigned Rate Cap Agreement, all collateral and supporting obligations now or hereafter securing or supporting any of the foregoing, all in each case including all accessions and additions to, extensions, substitutions for and replacements, products, and proceeds of any or all of the foregoing, including without limitation any and all "accounts," "chattel paper," "general intangibles" and "investment property" (as such terms are defined in the Virginia Uniform Commercial Code) constituting or relating to the foregoing; and

i. all proceeds and products of any or all of the foregoing, including without limitation all proceeds from any voluntary or involuntary disposition or claim respecting any of Debtor's assets (including judgments, condemnation awards or otherwise).

All of the Real Property and the Personal Property are collectively referred to as the "Property."

All capitalized items not otherwise defined hereafter shall have the meaning ascribed to them in the Security Instrument.

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## EXHIBIT A

### LEGAL DESCRIPTION

The land referred to in this Policy is described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Wheeling, County of Cook, State of Illinois.

Units 1, 2 and 3 in Glenn Avenue Industrial Condominium as delineated on a survey of the following described land:

Lots 1 and 2 (except the west 32 feet of said Lot 2) in Block 3 in Amerline Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as an exhibit to the Declaration of Condominium recorded April 25, 1996 as Document Number 96310956 together with its undivided percentage interest in the common elements.

NOTE FOR INFORMATION: Being Parcel No. 03-11-305-033-1001, 03-11-305-033-1002 and 03-11-305-033-1003, of the City of Wheeling, County of Cook.