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Doc# 2201846036 Fee \$88.00

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

410,7868(4/4)

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/18/2022 01:02 PM PG: 1 OF 5

A. NAME & PHONE OF CONTACT AT FILER [optional] Christopher T. Nixon, Esq. 214.745.5357
B. EMAIL CONTACT AT FILER [optional] cnixon@winstead.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Christopher T. Nixon, Esq. Winstead PC 500 Winstead Building 2728 N. Harvard Street Dallas, Texas 75201

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)

OR	1a. ORGANIZATION'S NAME MT. HILLARY, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 15501 Fawn Creek Lane		CITY Orland Park	STATE IL	POSTAL CODE 60467	COUNTRY U.S.A.

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)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME				
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)

OR	3a. ORGANIZATION'S NAME SABAL CAPITAL II, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 465 North Halstead Street, Suite 105		CITY Pasadena	STATE CA	POSTAL CODE 91107	COUNTRY U.S.A.

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

All collateral described on Exhibit A attached hereto and incorporated herein by this reference.

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/Licensors

8. OPTIONAL FILER REFERENCE DATA:

File in Cook County, Illinois

1214 W. Carmen (63579-113)

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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	
	MT. HILLARY, LLC	
	9b. INDIVIDUAL'S SURNAME	
UK	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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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			
	10b. INDIVIDUAL'S SURNAME			
UK	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			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
UK				
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)</p>	<p>14. This FINANCING STATEMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p>
<p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16. Description of real estate:</p> <p style="text-align: center;">See <u>Exhibit A-1</u> attached hereto and incorporated herein by reference for all purposes.</p>
<p>17. MISCELLANEOUS:</p>	

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DEBTOR: MT. HILLARY, LLC

FINANCING STATEMENT (Form UCC-1)

(Continued)

EXHIBIT A

1. As used herein, the term "**Property**" shall mean that certain real property described on Exhibit A-1 attached hereto and incorporated herein by this reference together with all improvements thereon.

2. This Financing Statement covers the following property ("**Collateral**"):

(a) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), 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 Property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property 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 Property, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Property, and the right, title and interest of Debtor in and to any of the foregoing 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 Collateral is located, and all proceeds and products of the above;

(b) All right, title and interest of Debtor, its successors and assigns in and under all leases, subleases, 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 Property ("**Leases**"), 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, 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, 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 property or rendering of services by Debtor or by the manager of the Property 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;

(c) All insurance proceeds in respect of the Collateral under any insurance policies covering the Collateral, 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 Collateral;

(d) 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 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;

(e) 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;

(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 Collateral and to commence any action or proceeding to protect the interest of Secured Party in the Collateral;

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DEBTOR: MT. HILLARY, LLC

(g) 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 Property and any part thereof or any business or activity conducted on the Property 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;

(h) 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;

(i) All reserves, escrows and deposit accounts maintained by Debtor with respect to the Collateral, 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**");

(j) All proceeds of any of the foregoing items set forth in subsections (a) through (i) including, without limitation, insurance proceeds and condemnation awards, whether cash, liquidation claims (or other claims) or otherwise;

(k) Any and all other rights of Debtor in and to the items set forth in subsections (a) through (j) above; and

(l) All Debtor's rights in proceeds of the loan evidenced by the Note.

All terms capitalized but not defined herein have the meanings ascribed to such terms in the Loan Agreement (as defined in the Mortgage and Security Agreement executed by Debtor, as mortgagor, for the benefit of Secured Party, as mortgagee).

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DEBTOR: MT. HILLARY, LLC

FINANCING STATEMENT (Form UCC-1)

(Continued)

EXHIBIT A-1

LEGAL DESCRIPTION OF REAL PROPERTY

Street Address: 1212-1214 W. Carmen Avenue, Chicago, Illinois 60640

Permanent Tax Identification Number(s): 14-08-305-054-000

LOT 28 (EXCEPT THE EAST 100 FEET THEREOF) IN BLOCK 3 IN CHYTRAU'S ADDITION TO ARGYLE IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING MADE TO PLAT OF SAID ADDITION RECORDED JULY 28, 1888 IN BOOK I 30 OF PLATS PAGE 26, AS DOCUMENT NO, 986402, IN COOK COUNTY, ILLINOIS.