

#2294122944*

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)		
Terry W. Pool (479) 250-9700		
B. E-MAIL CONTACT AT FILER (optional)	***************************************	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Kutak Rock LLP	コ	
Attn: Terry W. Pool	•	
5111 W. JB Kunt Drive, Suite 300		
Rogers, Arkansos 72758		!
0		TH
1. DEBTOR'S NAME: Provide on, and published that or 1b) (use exact, fu	ill name; do not omit, i	modify, or abbi

9220412201			
Doc#	2204122044	Fee	\$65.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

L			DATE:	02/10/	2022 03:10 PM PG	1 OF 8
C.	SEND ACKNOWLEDGMENT TO: (Name and Address)					
	Kutak Rock LLP				, 	· - ·
,	Attn: Terry W. Pool	•				
	5111 W. JB Hunt Drive, Suite 300					
	Rogers, Arkansas 72758		THE ABOVE SPA	CE IS FO	R FILING OFFICE USE	ONLY
			modify, or abbreviate any part of or information in item 1D of the Fir			
	1a. ORGANIZATION'S NAME WM 73 RE, LLC					
OR	1b, INDIVIDUAL'S SURNAME	FIRST PERSONA	LNAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
5	00 West 5th Street, Suite 1010	Austin		TX	78701	USA
OR	2a. ORGANIZATION'S NAME WM Capital Partners 73, LLC	FIRST PERSON	r information in item 10 of the Fir		NAL NAME(S)/INITIAL(S)	SUFFIX
2c	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
	00 West 5th Street, Suite 1010	Austin	1/4	TX	78701	USA
	SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SEC 38. ORGANIZATION'S NAME First National Bank	URED PARTY): Pro	vide only <u>une Secural Party nam</u>	e (3a or 3b))	
UIN	3b. INDIVIDUAL'S SURNAME	FIRST PERSONA	LNAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
20	691 E. Mission Blvd.	Fayettevill	e	AR	72703	USA
	COLLATERAL: This financing statement covers the following collateral: See Schedule "I" attached hereto and incor	porated he	rein.		Thice of the second	

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 goly if applicable and check goly one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buy	er Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: Local fixture filing	

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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 98. ORGANIZATION'S NAME WM 73 RE, LLC 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAMS ADDITIONAL NAME(S)/IN', (A) (2) SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10, DEBTOR'S NAME: Provide (10a or 10 J) or ly 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 Jobfor's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) 10c. MAILING ADDRESS COUNTRY POSTAL CODE STATE ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11. ADDITIONAL SECURED PARTY'S NAME or 11a, ORGANIZATION'S NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME POSTAL CODE COUNTRY STATE 11c. MAILING ADDRESS CITY SOM CO 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
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" attached hereto and incorporated herein for description of real property.

17. MISCELLANEOUS:

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SCHEDULE "I"

TO

UCC-1 FINANCING STATEMENT

A. "Collateral" shall include all of the following described personal property, now owned or hereafter acquired by Mortgagor:

That certain real property located in Burbank, County of Cook, and State of Illinois, described on Exhibit A attached hereto (collectively, the "Land"), together with all rights, ut'e, interests, and privileges of Mortgagor in and to all streets, ways, roads. and alleys used in connection with or pertaining to such real property, all development rights or credits air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all licenses, appurtenances, reversions, remainders, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures row or hereafter located on the real property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property (collectively, the "Improvements"); all interests or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing (all of the foregoing being collectively referred to as (ne "Subject Property"). Collateral shall include the Subject Property and all goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs, and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Subject Property, together with all Payments and other rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts eceivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Mortgagor, all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by. given by, or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to

the Subject Property; all advance payments of insurance premiums made by Mortgagor with respect to the Subject Property; all plans, drawings, and specifications relating to the Subject Property; all Loan (that certain \$20,000,000.00 loan by and between Borrower, Mortgagor, and Secured Party) funds held by Mortgagee, whether or not disbursed; all funds deposited with Mortgagee pursuant to that certain Loan and Security Agreement by and between Borrower, Mortgagor, and Secured Party (as it may be from time to time amended, modified, extended, renewed, substituted, supplemented, and/or replaced, the "Loan Agreement"); all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all replacements and proceeds, of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to a! of the above described Collateral which is or which hereafter becomes a "fixture" under applicable law, this constitutes a fixture filing under the Illinois Uniform Commercial Code, as amended or recodified from time to time ("UCC"), and is acknowledged and agreed to be a "mortgage" under the UCC. A description of the Land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such Land.

B. Collateral shall also include any or all of the following of each of Borrower and Mortgagor's: Accounts (as defined in Ark. Code Ann. § 4-9-102(a)(2)); all books, records, files, correspondence, books of account, ledgers, all customer lists, vendor lists, invoices, receipts, orders, electronic and computer data, computer software programs, computer files and records, and other related items, together with the containers and hardware for any of the foregoing, Chattel Paper (as defined in Ark. Code Ann. § 4-9-102(a)(11)); any and all deposit accounts (as defined in Ark. Code Ann. § 4-9-102(a)(29)); Documents (as defined in Ark. Code Ann. § 4-9-102(a) (30)); Equipment (as defined in Ark. Code Ann. § 4-9-102(a)(?3)) Fixtures (as defined in Ark. Code Ann. § 4-9-102(a)(41)); General Intangibles (as defined in Ark. Code Ann. § 4-9-102(a)(42)); Goods (as defined in Ark. Code Ann. § 4-9-102(a)(44)); Instruments (as defined in Ark. Code Ann. § 4-9-102(a)(47)); Inventory (as defined in Ark. Code Ann. § 4-9-102(a)(48)); and all additions, accessions, substitutions, and replacements thereto or thereof of any of the foregoing, whether now owned or horeafter acquired and all proceeds thereof whether of the same or different class. As will as any proceeds from Borrower or Mortgagor's voluntary or involuntary, sale, purchase, assignment, exchange, loan, pledge, encumbrance, hypothecation, redemption, gift, disposition, conveyance, disposition, bailment, consignment, bequeath, devise, legacy, participation, delegation, assumption, abandonment, any change in ownership or possession or any other transfer of any kind, character, or description, of any of the Collateral as previously defined.

EXHIBIT A

Legal Description

PARCEL A:

THAT PART OF THE SOUTH 6/12 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 78TH STREET, (EXCEPT THEREFROM THE WEST 33.00 FELT TAKEN FOR LAVERGNE AVENUE) AND (EXCEPT THE EAST 60.00 FEET TAKEN FOR CICERO AVENUE), IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE FOLLOWING OUTLOT:

THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET, (BEING 33.00 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE, (BEING 60.00 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES, 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET, A DISTANCE OF 212.00 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 56 SECONDS WEST PARALLEL TO THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 56 SECONDS EAST, A DISTANCE OF 212 90 FEET TO THE WEST LINE OF CICERO AVENUE; THENCE SOUTH 00 DEGREE, 08 MINUTES, 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SPECIFICALLY DESCRIBED AS:

LOT 1 IN BURBANK STATION, A SUBDIVISION OF THE EAST 1./2 OF THE SOUTHEAST 1./4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT

THAT PORTION CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED FROM BURBANK JOINT VENTURE, A MICHIGAN GENERAL PARTNERSHIP DATED SEPTEMBER 29, 1998 AND RECORDED NOVEMBER 17, 1998 AS DOCUMENT 08036669, IN COOK COUNTY, ILLINOIS,

LESS AND EXCEPT

THE NORTH 120.00 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING: PHENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333 42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET: THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET: THENCE NOF TH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 1/1 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUIF 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECOND'S EAST 53.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PORTION TAKEN PURSUANT TO CONDEMNATION CASE NUMBER 43C517 FILED JUNE 1, 1943.

PARCEL B:

THE NORTH 33 FEET OF THE WEST 130 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE. 500.00 FEET: THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE (5.00) FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

PARCEL D:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CROSS ACCESS, UTILITIES, SIGNS AND FUTURE EASEMENTS, FOR THE BENEFIT OF PARCELS A AND C OVER THE COMMON AREAS OF THE SHOPPING CENTER PARCEL MORE PARTICULARLY DESCRIBED ON EXHIBIT A-I ATTACHED TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS RECORDED AS DOCUMENT NUMBER 94823987.

PARCEL E:

EASEMENT FOR THE BENEFIT OF PARCELS A AND C FOR ROADWAY FUZPOSES AS CREATED BY GRANT FOR PUBLIC ROADWAY RECORDED DECEMBER 1: 1997 AS DOCUMENT NUMBER 97930150 AND ASSIGNED BY ASSIGNMENT AND ASSUMPTION OF DRIVEWAY EASEMENT DATED JANUARY 26, 2005 AND RECORDED FEBRUARY 2, 2005 AS DOCUMENT NUMBER 0503334032 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/3 THAT IS 711.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 83.32 FEET; THENCE

SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 106 DEGREES 15 MINUTES TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 125.0 FEET TO A POINT 120.0 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/3 OF THE NORTH 3/12; THENCE WEST ALONG A LINE 120.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/3, 83.32 FEET: THENCE NORTHEASTERLY, 125.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

LOT 1 IN BURBANK STATION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET (BEING 33 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE (BEING 60 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET 212.0 FEET: THENCE NORTH O DEGREES 08 MINUTES 56 SECONDS WEST PARALLEL WITH SAID WEST LINE OF CICERO AVENUE, 180.0 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 212.0 FEET TO SAID WEST LINE OF CICERO AVENUE: THENCE SOUTH O DEGREES 08 MINUTES 56 SECONDS EAST, 180.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING De Control TO THE PLAT THEREOF RECORDED JULY 24, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

19-28-412-037-0000 (PARCEL A)

19-28-412-038-0000 (PARCEL A)

19-28-412-036-0000 (PARCEL F)

19-28-412-039-0000 (PARCEL C)

19-28-412-040-0000 (PARCEL C)

19-28-401-055-0000 (PARCEL B)

Commonly known as 78th Street and Cicero Ave. Burbank, IL 60459