

Doc#: 2215812035 Fee: \$98.00
 Karen A. Yarbrough
 Cook County Clerk
 Date: 06/07/2022 06:28 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Danny Tang
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Godfrey & Kahn, S.C. 833 East Michigan Street Suite 1800 Milwaukee, WI 53202

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 3511-15 Ravenswood LLC				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 1808 Janke Drive, Suite F		CITY Northbrook	STATE IL	POSTAL CODE 60062
			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 SummitBridge National Investments VIII LLC				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 1700 Lincoln Street, Suite 2150		CITY Denver	STATE CO	POSTAL CODE 80203
			COUNTRY USA	

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

See attached Exhibits A and B.

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:
Cook County Recorder's Office

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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	
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 RECORD OWNER of real estate described in item 14 (if Debtor does not have a record interest):

16 Description of real estate:

See attached Exhibits A and B.

17 MISCELLANEOUS:

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EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: 3511-15 RAVENSWOOD LLC
Secured Party: SUMMITBRIDGE NATIONAL INVESTMENTS VIII LLC

1. All the land described in Exhibit B attached hereto and made a part hereof, together with any and all easements, rights of way, licenses, hereditaments, rights and privileges and appurtenances thereto.

(Hereinafter the items set forth in Section 1 shall be referred to as "Real Property".)

2. All right, title and interest of Debtor, including any after-acquired title or reversion, now or at any time hereafter existing, in and to all highways, roads, ways, streets, avenues, alleys and other public thoroughfares, bordering on or adjacent to the Real Property or any part thereof, together with all right, title and interest of Debtor to the land lying within such highways, roads, ways, streets, avenues, alleys and other public thoroughfares, whether heretofore or hereafter vacated, and all strips and gores adjoining or within the Real Property or any part thereof.

3. All and singular the tenements, hereditaments, licenses, permits, consents, easements, appurtenances, passages, waters, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), water courses, riparian rights, air rights, oil, gas, minerals, coal or other substances underlying or relating to the Real Property, all timber to be cut, all as-extracted collateral (as defined in the Illinois Uniform Commercial Code), other rights and privileges thereof or in any way now or at any time hereafter belonging to or in any way appertaining to the Real Property or any part thereof or to any property or right now or at any time hereafter comprising a part of the property and rights subject to this Mortgage; and all right, title and interest of Debtor, whether now or at any time hereafter existing, in all reversions and remainders to the Real Property and such other property or right.

4. All present and future oral and written leases, licenses and agreements for the use or occupancy of the whole or any part of the estates, powers and privileges appurtenant to the Real Property ("Property"), and all amendments of, supplements to, and renewals and extensions thereof at any time made (all such leases, agreements, amendments, supplements, renewals and extensions being hereinafter referred to collectively as the "Leases") together with all rents, earnings, income, issues, profits, royalties, revenues, insurance proceeds (including, but not limited to, any policy of insurance covering loss of income or rents for any cause) whether pursuant to any of the Leases or otherwise, and all other monetary benefits now existing or hereafter arising, derived or accrued from or belonging to the Property or such Leases, including any and all payments in lieu of rent, condemnation proceeds, damages, security deposits, rebates or refunds of impact fees, water or sewer connection fees, utility costs, taxes, assessments or other charges and all other sums due or to become due under and pursuant thereto (collectively, the "Rents")

5. All buildings and improvements ("Improvements") of every kind and description now or hereafter located, erected or placed on the Real Property, or any part thereof, including,

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but not limited to, all structures, railroad spur tracks and sidings, plants, works and all materials intended for construction, and repairs of such Improvements now or hereafter erected thereon, and all fixtures now or hereafter owned by Debtor, and attached to or contained in and used in connection with the Real Property, whether or not the same are or shall be attached to any building or buildings in any manner and, without any further act, all extensions, additions, betterments, substitutions and replacements to the foregoing, together with all plans and specifications for the Improvements.

6. All fixtures, furniture, furnishings, appliances, equipment, machinery and other personal property of every kind and description in which Debtor now has or at any time hereafter acquires an interest ("Personal Property"), whether now or at any time hereafter installed or located in, on or about or used in connection with the Real Property or any part thereof, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, including but not limited to all pumps, pipes, islands, underground storage tanks, computers which operate fueling systems, general intangibles, accounts, contract rights, electrification equipment and power lines, whether owned individually or jointly with others, all water supply, heating, lighting, cooling, refrigerating, humidifying, dehumidifying, plumbing, sprinkler protection, fire extinguishing, incinerating, waste removal, cleaning, air-conditioning, ventilating, communicating, water-heating, television antenna and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, conduits, ducts, compressors, elevators, escalators, shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves, ranges, dishwashers, waste disposal units, curtain rods and fixtures, washing machines, clothes dryers, floor coverings, partitions, condensing units, range hoods, fans, lawn equipment, speakers, electrical wiring, pipe, signs, all built-in equipment, whether any of the foregoing are single units or centrally controlled, and all renewals, replacements and substitutions thereof and additions thereto, it being understood that all of the fixtures, furnishings, appliances, equipment, machinery and other Personal Property hereinabove described shall be subject to the lien of the Mortgage as if covered and conveyed hereby by specific and apt descriptions.

7. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments and appurtenances now or at any time hereafter belonging to or in any wise appertaining to the Real Property or to any property now or at any time hereafter comprising a part of the property subject to that certain Real Mortgage, Assignment of Lease, and Rents, Security Agreement and Financing Statement dated February 1, 2022, by Debtor to Secured Party (the "Mortgage"); and all right, title and interest of Debtor, whether now or at any time hereafter existing, in all reversions and remainders to the Real Property and such other property, and all accounts, rents, income, issues, profits, royalties and revenues derived from, relating to, or belonging to such Real Property and other property subject to the Mortgage or any part thereof.

8. All awards and other compensation, whether heretofore, now or hereafter made, to the Debtor, its respective successors and assigns, for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property or any part thereof and all the properties and rights described above or any part thereof or any easement or appurtenance thereof, including any awards for any changes of grade of streets, which said awards and compensation are hereby assigned to the Secured Party; and

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9. All monies or other funds or sums at any time on deposit with the Secured Party pursuant to the terms of the Mortgage to be on deposit with Lender; and all contract rights, general intangibles, actions and rights of action, including without limitation intellectual property (including but not limited to trademarks, trade names, domain names, logos, goodwill, software, computer programs, marketing literature, and materials and symbols) related to the Real Property or the Improvements or the operation thereof; deposits for the benefit of Debtor; permits, licenses, franchises, certificates, development rights, commitments and rights for utilities and other rights and privileges obtained in connection with the Real Property or the Improvements; engineering, accounting, title, legal, and other technical or business data concerning the Real Property and Improvements or the operation thereof which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; all unearned insurance premiums arising from or relating to the Real Property or any part thereof or the properties and rights described herein; and all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property or any part thereof or the properties and rights described herein.

10. All inventory, equipment, accounts (including but not limited to all health care insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter of credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property; and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property and now or hereafter owned by Debtor or related to the Real Property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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EXHIBIT B TO UCC FINANCING STATEMENT

Debtor: 3511-15 RAVENSWOOD LLC
Secured Party: SUMMITBRIDGE NATIONAL INVESTMENTS VIII LLC

LOT 22 AND 23 IN BLOCK 1 IN GROSS' NORTH ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

FOR INFORMATION ONLY:

PERMANENT INDEX NUMBER: 14-19-404-009-0000 AND 14-19-404-010-0000

COMMONLY KNOWN AS: 3511-15 RAVENSWOOD AVENUE, CHICAGO IL 60657

26559383.2

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