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Karen A. Yarbrough
Cook County Clerk
Date: 07/13/2022 09:21 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

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 W Illinois IL Partners, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Cortland Partners, LLC, 3424 Peachtree Road, N.E., Suite 300			CITY Atlanta	STATE GA	POSTAL CODE 30326	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 METLIFE REAL ESTATE LENDING LLC						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS c/o MetLife Investment Management, LLC, 125 S. Wacker Street			CITY Chicago	STATE IL	POSTAL CODE 60606	COUNTRY USA

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

To be recorded in Cook County, Illinois

(125384.0000038)

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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

W Illinois IL Partners, LLC

OR
9b. INDIVIDUAL'S SURNAME

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

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 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 W Illinois IL Partners, LLC, a Delaware limited liability company, as debtor (“**Debtor**”) and MetLife Real Estate Lending LLC, a Delaware limited liability company, as secured party (“**Secured Party**”) in connection with a certain Mortgage, Security Agreement and Fixture Filing dated as of July 12, 2022 (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, Illinois.

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 hereto 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 Leases, income, rents, revenue, profits, proceeds, accounts receivable and other benefits from the Land and/or Improvements and all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, 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 connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of this Mortgage (“**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;

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e. all proceeds and claims arising on account of any damage to, or Condemnation 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;

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 other assets of Debtor.

2. **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 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, 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; and

f. all escrow deposits and reserves established pursuant to Section 5.1.14 of the Loan Agreement;

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

h. all proceeds and products of any 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); and

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- i. all other assets of Debtor.

All of the Real Property and the Personal Property are collectively referred to as the **“Property.”**

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 20 (EXCEPT THE WEST 11.49 FEET THEREOF), 21, 22, 23, 24, 25, AND 26 IN BLOCK 12 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT TRACTS 1 AND 2, DESCRIBED AS FOLLOWS:

TRACT 1:

THAT PART OF LOTS 20 (EXCEPT THE WEST 11.49 FEET THEREOF) 21, 22, 23, 24, 25 AND 26 IN BLOCK 12 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.81 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING ELEVATION OF +13.81 CHICAGO DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 20 WITH THE EAST LINE OF THE WEST 11.49 FEET THEREOF; THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 86.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 67.53 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 18.89 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 38 SECONDS WEST 49.57 FEET, THENCE NORTH 00 DEGREES 07 SECONDS 22 MINUTES 0.83 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 38 SECONDS WEST 17.95 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST 18.06 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST 102.95 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 7.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 41 SECONDS EAST 1.86 FEET THENCE SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST 8.37 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 41 SECONDS WEST 1.86 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 19 SECONDS WEST 8.37 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST 129.29 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 7.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 09 SECONDS EAST

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1.82 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 51 SECONDS WEST 10.33 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 09 SECONDS WEST 1.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 10.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

TRACT 2:

THAT PART OF LOTS 20 (EXCEPT THE WEST 11.49 FEET THEREOF) 21, 22, 23, 24, 25 AND 26 IN BLOCK 12 IN NEWBERRY'S ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +23.81 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING ELEVATION OF +13.81 CHICAGO DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 20 WITH THE EAST LINE OF THE WEST 11.49 FEET THEREOF; THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 1.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 67.66 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 18.06 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 38 SECONDS WEST 43.90 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 17.45 FEET; THENCE NORTH 29 DEGREES 52 MINUTES 38 SECONDS WEST 23.76 FEET THENCE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST 35.51 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST 24.99 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 7.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 36 SECONDS EAST 1.82 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 52 SECONDS EAST 8.34 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 36 SECONDS WEST 1.87 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 24 SECONDS WEST 8.34 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 52 MINUTES 38 SECONDS EAST 51.08 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 22 SECONDS WEST 7.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.89

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FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 8.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY 220 W. ILLINOIS OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ILLINOIS FRANKLIN ASSOCIATES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND 500 NORTH FRANKLIN STREET, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED MAY 20, 2013 AND RECORDED JUNE 5, 2013, AS DOCUMENT NUMBER 1315633111 AND FIRST AMENDMENT AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS DATED MAY 24, 2018, AND RECORDED JUNE 5, 2018 AS DOCUMENT NUMBER 1815601005, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY OPERATION, EASEMENT AND DEVELOPMENT RIGHTS AGREEMENT BETWEEN 220 WEST ILLINOIS OWNER, LLC AND ILLINOIS FRANKLIN ASSOCIATES, LLC DATED MAY 20, 2013 AND RECORDED JUNE 5, 2013 AS DOCUMENT NUMBER 1315633112, IN COOK COUNTY, ILLINOIS.

Street Address: 220 West Illinois Street, Chicago, Illinois 60654

PIN: 7-09-244-023-0000