



Doc# 2221328034 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/01/2022 11:40 AM PG: 1 OF 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Higgins & Brancheau LLC
200 West Adams Street, Suite 2220
Chicago, Illinois 60606
Attention: Michael R. Brancheau

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
2035 West Irving Acquisition, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1724 West Belmont Avenue, Suite 100 Chicago IL 60657 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
Lakeside Bank

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1350 S. Michigan Avenue Chicago IL 60605 USA

4. COLLATERAL: This financing statement covers the following collateral:
All of the collateral described on Schedule "1", including, without limitation, all fixtures, improvements and other assets of Debtor now owned or hereafter acquired located on or used in connection with the real property located in Chicago, Cook County, State of Illinois, as more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all proceeds thereof.

CT 22 SA 3217285NA 4064

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:

File with the Cook County, Illinois Recorder of Deeds

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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

2035 West Irving Acquisition, LLC

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 a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

The real property located in Cook County, Illinois as more particularly described on Exhibit "A" attached hereto.

17. MISCELLANEOUS:

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UCC 1 – Financing Statement

Schedule 1

Description of Collateral

Debtor: 2035 West Irving Acquisition, LLC, an Illinois limited liability company
Secured Party: Lakeside Bank

Capitalized words have the meanings given them in that certain Mortgage and Security Agreement dated July 26, 2022 by and between Debtor and Secured Party (the "**Mortgage**"), and the instruments executed pursuant to the terms thereof.

All of Debtor's estate, right, title and interest in, to and under the following:

The real property legally described in **Exhibit A** attached hereto and made a part hereof ("**Real Estate**"), together with the tangible and intangible property hereinafter described, is collectively referred to herein as "**Property**".

TOGETHER with all of the rights, title and interest of Debtor in buildings, structures and improvements now or hereafter constructed upon or erected upon or located on the Real Estate, all common areas, air rights, tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the Real Estate, and all rents, issues, royalties, income, proceeds, profits, letter-of-credit rights (as defined in the Code hereinafter defined) and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and, to the extent of Debtor's interest therein, all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor coverings, now or hereafter, therein or thereon, equipment, systems, risers, all fixtures, apparatus, mechanical devices and piping now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned;

TOGETHER with all leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate or any portion thereof, now or hereafter existing or entered into (collectively, the "**Leases**");

TOGETHER with all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits

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now or hereafter derived, directly or indirectly, from the Real Estate, whether under the Leases or otherwise (collectively, the "**Rents**"); subject, however, to the right, power and authority granted Debtor in the Assignment of Rents and Leases executed by Debtor to and in favor of Secured Party of even date herewith to collect and apply the Rents as provided therein;

TOGETHER with all right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Property, including, without limitation, all options to purchase or lease the Real Estate or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property, now owned or hereafter acquired by Debtor (collectively, the "**Contract Rights**");

TOGETHER with all of Debtor's interests in "general intangibles" including "payment intangibles" and "software," each as defined in the Code (as hereinafter defined), now owned or hereafter acquired, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, ordinances, permits and contracts to which Debtor is or may become a party and which relate to the Property; (ii) all obligations and Indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Property; and (iv) all causes of action relating to the Property;

TOGETHER with all of Debtor's accounts now owned or hereafter created or acquired, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) cash, securities, certificates of deposit, accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or Indebtedness owing to Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor); (v) "securities," "investment property," "financial assets," and "securities entitlements" (each as defined in the Code), and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Property;

TOGETHER with the Interest Reserve, the Contingency Reserve, the PACE Assessment Reserve and all Tax and Insurance Deposits (if any);

All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the Real Estate and to be appropriated to the use of the Real Estate, and shall be for the purposes of the Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the

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property aforesaid which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" (within the meaning of Section 9-102(41) of the Uniform Commercial Code enacted in the State of Illinois ("*Code*"), as amended and in effect from time to time), the Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Debtor hereby grants to Secured Party, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 11 of the Mortgage.

TO HAVE AND TO HOLD the Property unto the said Secured Party, its participants, successors and assigns, forever, for the purposes and uses herein set forth, together with all right to possession of the Property after and during the continuance of any Event of Default (as hereinafter defined); Debtor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

DEBTOR hereby covenants with and warrants to Secured Party and with the purchaser at any foreclosure sale that at the execution and delivery hereof, Debtor owns the Property and has a good and indefeasible estate therein in fee simple; that the Property is free from all encumbrances whatsoever (and any claim of any other Person (as defined below)), except for the Permitted Encumbrances (as hereinafter defined); that Debtor has good and lawful right to sell, convey, mortgage and encumber the Property; and that Debtor and its successors and assigns shall forever warrant and defend the title to the Property against all claims and demands whatsoever. As used herein, "*Person*" means any natural person, corporation, limited liability company, partnership, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

Property of Cook County Clerk's Office

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UCC-1 – Financing Statement

Exhibit "A"

Legal Description

LOTS 46, 47, 48 AND 49 (EXCEPT THE WEST 7 FEET OF LOT 49) IN BLOCK 6 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-19-106-034-0000

Commonly Known As: 2035-43 W. Irving Park Road, Chicago, Illinois 60618

Property of Cook County Clerk's Office