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Karen A. Yarbrough
Cook County Clerk
Date: 10/04/2022 10:03 AM Pg: 1 of 9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Hollie R. Check, Esq.
B. E-MAIL CONTACT AT FILER (optional) tblankenship@burr.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Burr Forman LLP Attn.: Hollie R. Check 222 Second Ave. S., Suite 2000 Nashville, TN 37201

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 WYATR LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 429 Chestnut Street	CITY Nashville	STATE TN	POSTAL CODE 37203	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 ACCESS POINT FINANCIAL, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One Ravinia Drive, Suite 900	CITY Atlanta	STATE GA	POSTAL CODE 30346	COUNTRY USA

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

See attached "Schedule A"

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, IL Fixture Filing - CM 28019.84

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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

WYATR 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:

See Exhibit A attached hereto.

17. MISCELLANEOUS:

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**SCHEDULE A to UCC-1 FIXTURE FILING
WYATR LLC, "DEBTOR"
ACCESS POINT FINANCIAL, LLC, "SECURED PARTY"
DESCRIPTION OF THE COLLATERAL**

All of Debtor's estate, right, title and interest in and to the following property that Debtor now has or may later acquire (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Collateral"):

- a. The real property located in the County of Cook, State of Illinois, as described in Exhibit A attached hereto, together with all existing and future easements and rights affording access to it ("the Premises");
- b. All buildings, structures, and improvements now located or later to be constructed on the Premises (the "Improvements" and, together with the Premises, the "Project");
- c. All existing and future appurtenances, privileges, easements, franchises, and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium, and other commercially valuable substances that may be in, under or produced from any part of the Premises (collectively, "Mineral Rights"), all development rights and credits, air rights, water, water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant), and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed;
- d. Subject to, and without in any way limiting the absolute assignment in Section 2 of that certain Mortgage, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing dated as of September 30, 2022, all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions and other agreements affecting the use, enjoyment or occupancy of all or any portion of the Premises or Improvements heretofore or hereafter entered into (including, without limitation, any and all security interests, contractual liens and security deposits) whether before or after the filing by or against Debtor or any petition for relief under 11 U.S.C. §101 et seq. as the same may be amended from time to time (the "Bankruptcy Code"), and all guarantees, extensions, renewals, replacements of modifications thereof and all other agreements relating to or made in connection therewith, and any agreement (written or oral) between Debtor or its agents, and any any tenant, lessee, occupant, licensee, guest or invitee pursuant to which Debtor, or its agent, agrees to permit such tenant, lessee, occupant, licensee, guest or invitee to park in or at the Project (individually, a "Lease," collectively, the "Leases"); provided, however the "Leases" shall not include (a) any Borrower Lease, (b) any rental or occupancy agreements entered into in the ordinary course of business having a rental or occupancy term not exceeding twelve (12) months, and (c) any service contracts for the operation of the Project in the ordinary course of business; income, rents (including, without limitation, room rents, revenues, accounts and receivables derived from the use or occupancy of all or any portion of the Improvements or any guestroom thereon), rent equivalents, deposits, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Premises or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, including, without limitation, all

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revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms, parking facilities, and recreational facilities, 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 Borrower or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales (including mini-bar revenues), service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance (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 Secured Obligations;

e. All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Project;

f. All machinery, equipment, goods, inventory, consumer goods, furnishings, fixtures (including but not limited to all heating, air conditioning, plumbing, inventory, lighting, communications and elevator fixtures), building materials, work in progress and other personal property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, whether located upon Project or appurtenant thereto or elsewhere, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Project or otherwise, including without limitation, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, mini-bars, liquor and other drink dispensers, icemakers, kitchen equipment, radios, television sets, cable t.v. equipment, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, reservation systems and related computer software, first aid equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, apparatus, stoves, ranges, refrigerators, cutlery and dishes, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, washers and dryers, other customary hotel equipment, 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 Project or appurtenant thereto or located elsewhere, or usable in connection with the present or future operation, enjoyment and occupancy of the Project or otherwise and the right, title and interest of Debtor in and to any of the Debtor's 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 Project is located (the "Uniform Commercial Code"), and all proceeds and products of the above and manufacturer's warranties with respect thereto;

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g. All of Debtor's interest in and to all Accounts (as defined in the Loan Agreement), operating accounts, reserves, escrows, the Loan funds, whether disbursed or not, all reserve accounts, impound accounts, and any other bank accounts of Debtor relating to the Project or the operation thereof or otherwise;

h. All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), claims, representations, warranties and general intangibles (as one or more of the foregoing terms may be defined in the Uniform Commercial Code), that arise from or relate to the operation or leasing of the Project or otherwise, or to any business now or later to be conducted on it, or to the Project generally;

i. All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits, other credits (including development credits), waivers and payments, whether in cash or in kind, allocated to the Premises, the Improvements, or Debtor, or due and payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district or (ii) any insurance or utility company relating to any or all of the Premises or Improvements or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Premises or Improvements;

j. All insurance policies and the proceeds thereof pertaining to the Premises, the Improvements, or any other property described in this Schedule A and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any property described in this Schedule A into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding or any settlement in lieu thereof, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described in this Schedule A, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

k. All of Debtor's right, title and interest in and to any and all declaratory rights, development rights, and any other rights relating to the Premises or the Improvements or otherwise, whether now existing or subsequently arising, under any and all covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Premises or Improvements, and all applicable laws now existing or later enacted relating to the Premises or Improvements, and all rights of Debtor in connection with any owner's association, architectural control committee, or similar association or committee, established in connection with the Project, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;

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1. All of Debtor's right, title and interest in and to (i) all agreements (except for Leases), commitments, and options now or hereafter existing with respect to the construction, ownership, maintenance, operation, management, or use of the Premises or Improvements, (ii) all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises or Improvements, including architectural and engineering plans, specifications and drawings, soils reports, environmental reports, and all other property reports; (iii) the Project Licenses (hereinafter defined); (iv) approvals, actions, choses, claims, suits, proofs of claims in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms, and recreational facilities, 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 any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance, or arising from the sale of any portion of the Project or the rendition of services in the ordinary course of business or otherwise (whether or not earned by performance), together with any Property returned by or reclaimed from customers wherever such Property is located, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business activities thereon, (v) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clauses (i) through (iv) of this subsection 1; and (vi) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) now existing or hereafter entered into or provided with respect to any of the items described in clauses (i) through (v) of this subsection 1 (collectively, the "Contracts");

m. Subject to the terms of the Franchise Agreement, all of Debtor's right, title and interest in and to all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements;

n. To the fullest extent not prohibited by applicable laws, all of Debtor's rights in all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements (to the extent assignable, the "Project Licenses");

o. All books, records, and data pertaining to any and all of the property described above, however recorded, stored, or maintained, including digital, electronic, and computer-readable data and any computer hardware or software necessary to access and process such data ("Books and Records"); and

p. All products, profits, rents, proceeds of, additions and accretions to, substitutions, and replacements for, and changes in any of the property described above.

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- q. Together with:
- i. All of Debtor's right, title, and interest in and to that certain Hotel Management Agreement, dated December 13, 2019 by and between Debtor and CUIC, LLC, a Delaware limited liability company ("Property Manager") and as amended by that certain First Amendment to Hotel Management Agreement dated as of September 30, 2022 (the "Management Agreement"), together with any and all guaranties and other agreements relating to or made in connection with the Management Agreement and all rights, powers, privileges, options and other benefits of Debtor under the Management Agreement, including, without limitation, the immediate and continuing right to secure the performance by Property Manager or any other party thereto and their respective successors and/or assigns thereunder, together with any changes, additions, extensions, revisions, modifications, replacements, and substitutions thereto; and,
 - ii. all of Debtor's right, title and interest in, to and under any and all leases which are for, or related to, personal property and which are now or hereafter entered into by Debtor in connection with the development, use or operation of the Premises and all amendments, modifications, supplements and addenda thereto; (b) all of Debtor's right, title and interest in, to and under any and all service contracts, warranties and other agreements relating to the ownership, construction, management and/or operation of Premises, including all plans, specifications, drawings, and reports now existing or hereafter prepared with respect to the Premises, including architectural and engineering plans, specifications and drawings, soils reports, environmental reports, and all other property reports and all amendments, modifications, supplements and addenda to any of the foregoing; and (c) all of Debtor's right, title and interest in, to and under any and all privileges, benefits and remedies in, to or under all authorizations, approvals, permits, variances, land use entitlements, licenses (including all permits and licenses related to the sale, service or consumption of alcohol at or from the Premises), franchises and agreements now or hereafter required for the construction of any improvements located on or renovations at the Premises, or for the use, occupancy or operation of the Premises, as the case may be, and all amendments, modifications, supplements and addenda to any of the foregoing.
 - iii. All of Debtor's right, title and interest in and to all of the following:
 - a. the interest rate cap from SMBC Capital Markets, Inc., (the "Cap") and the agreement between Debtor and SMBC Capital Markets,

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Inc., dated September 29, 2022 (including any subsequent amendments thereto, the “Cap Agreement”);

- b. each payment (each, a “Cap Payment” and collectively, “Cap Payments”) payable to Debtor by SMBC Capital Markets, Inc. from time to time pursuant to the Cap Agreement;
- c. all rights of Debtor under any of the foregoing, including all rights of Debtor to the Cap Payments, contract rights and general intangibles now existing or hereafter arising with respect to any or all of the foregoing;
- d. all rights, liens and security interests or guarantees now existing or hereafter granted by SMBC Capital Markets, Inc. or any other person to secure or guaranty payment of the Cap Payments due pursuant to the Cap Agreement; and
- e. all proceeds of the foregoing.

Any capitalized terms which are undefined herein shall have the meaning given to such term in the Mortgage, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing dated as September 30, 2022 by Debtor in favor of Secured Party or Loan Agreement dated as of September 30, 2022, by and among Debtor and Secured Party, as applicable.

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Exhibit A

PARCEL 1:

LOT 39 IN GARIBALDI SQUARE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 OF CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1987 AS DOCUMENT NUMBER 87-679394 RERECORDED FEBRUARY 10, 1988 AS DOCUMENT NUMBER 88-061422, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY: 17-17-300-051-0000

PARCEL 2:

RIGHT TO USE THE PARKING SPACES FOR THE PARKING OF MOTOR VEHICLES AND FOR INGRESS AND EGRESS AT CERTAIN ACCESS POINTS, AS PROVIDED IN RECIPROCAL COVENANTS AGREEMENT DATED SEPTEMBER 20, 1996 BY AND BETWEEN RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER AND GH INN, L.L.C., A COPY OF WHICH IS ATTACHED AS AN EXHIBIT TO INSTRUMENT RECORDED JUNE 20, 2003 AS DOCUMENT 0317132120.