206moles older

UNOFFICIAL COPY

Doc#. 2234749019 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 12/13/2022 10:14 AM Pg: 1 of 6

UCC-1 FINANCING STATEMENT FOLLOW INSTRUCTIONS SHEET CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LAROCCA HORNIK ROSEN & GREENBERG, LLP ATTN: JONATHAN L. HORNIK, ESQ. 83 SOUTH STREET, SUITE 302 FREEHOLD. NJ 07728

, Kolitolio, 10 01120
THE ABOVE SPACE IS FOR OFFICE USE ONLY
1. DEBTOR'S EXACT. ULL LEGAL NAME – insert only one debtor name (1a or 1b)-do not abbreviate or combine names
WINGARDI JM LLC
12. ORGANIZATION'S N.Z.V.Z. OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1147 Brookforest Avenue, # 304, Shoreword, IL 60404 USA
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
limited liability company Illinois 1d. SEE INSTRUCTIONS 1e. TYPE OF ORGANIZATION .f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL 1D#, if any
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - inset only me debtor name (2a or 2b) - do not abbreviate or combine names
2a. ORGANIZATION'S NAME OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAMF SUFFIX
4
2c. MAILING ADDRESS CITY STATE POSTAL CODE COULTRY
2d. SEE INSTRUCTIONS 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
3. SECURITY PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)-insert only one secure party name (3a or 3b)
SHARESTATES INTERCAP LINE LLC
3a. ORGANIZATION'S NAME OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
45 North Station Plaza, Suite #400, , Great Neck, NY 11021 USA
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
4. This FINANCING STATEMENT covers the following collateral:
Please see attached Schedule A and Exhibits A-D for collateral description.
5. ALTERNATIVE DESIGNATION (if applicable):LESSEE/LESSORCONSIGNEE/CONSIGNORBAILEE/BAILORSELLER/BUYERAG LIENNON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL X ESTATE RECORDS Attach Addendum (if applicable)
7. Check to REQUEST SEARCH REPORTS(S) on Debtor(s) (ADDITIONAL FEE (optional) ALL DEBTORS DEBTOR 1 DEBTOR 2 8. OPTIONAL FILER REFERENCE DATA

2234749019 Page: 2 of 6

UNOFFICIAL COPY

SCHEDULE A PROPERTY DESCRIPTION

LOT 15 IN BLOCK 16 IN SOUTH SHORE PARK, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT STREETS) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property commonly known as: 7848-7856 South Colfax Avenue, Chicago, IL 60649, together with 2554-2558 East 79th Street, Chicago, IL 60649

2234749019 Page: 3 of 6

UNOFFICIAL COPY

EXHIBIT A

- A. All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor (Mortgagor's successors or assigns), which are now or hereafter attached to the Land, which is located in Cook County, Illinois and more particularly described in Schedule "A" attached hereto, or the Improvements, or used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, all of the following items now owned or hereafter acquired by Mortgagor, any and all fixtures, systems, heating, ventilating, air conditioning, refrigerating, plumbing, sewer lighting, generating, cleaning, storage, incinerating, waste disposal, extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage of serving, ga, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, putitions, floor coverings, wall coverings, windows, window screens and shades, awnings, fans, motors, engines and boile, s; motor vehicles; decorative items and art objects; and files, records and books of account (all of which are herein sometimes referred to together as "Accessories");
- B. All (a) plans and specifications for the Improvements; (b) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (c) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for takes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intengibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (f) other properties, rights, titles and interests, if any, specified in any Sec ion or any Article of this Mortgage as being part of the Property;
- C. All proceeds, products, consideration, compensation and recoveries direct or consequential, cash and noncash, of or arising from, as the case may be, (a) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C) and (D); (b) any sale, lease or other disposition thereof; (a) each policy of insurance relating thereto (including premium refunds); (d) the taking thereof or of any rights apparaturant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (e) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and
- D. All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.

2234749019 Page: 4 of 6

UNOFFICIAL COPY

EXHIBIT "B"

DESCRIPTION OF PLEDGED

COLLATERAL

- a. All Ownership Interests that the Debtor has in WINGARDIUM LLC, an Illinois limited liability company having its principal place of 1147 Brookforest Avenue, # 304, Shorewood, IV. 60404 ("Borrower") now or hereafter acquired, and all certificates of ownership or other indicia of ownership representing any Ownership Interests, shares or otherwise referred to together with all rights to the proceeds thereof as the "Units";
- b. All dividends and other distributions received by Pledgor from the Borrower ("Pledgor" means Kevin C. Wolfe and Jeffrey Bradley Wolfe, and includes all co-signers, guarantors of the Note related Loan Documents, and
- c. All "Proceeds" and Assets (wined by Borrower as such term is defined in the Uniform Commercial Code as the same may from time-to-time be in effect in the Delaware (the "Code").

2234749019 Page: 5 of 6

UNOFFICIAL COPY

EXHIBIT "C"

LEASES & RENTS

All of Debtor's interest in any and all leases or leases, or subsequent leases, with amendments, if any, and all month-to-month tenancies with respect to portions or all of the real property located at 7848-7856 South Colfax Avenue, Chicago, IL 60649, together with 2554-2558 East 79th Street, Chicago, IL 60649 (collectively the "Premises")(and more particularly described in Schedule "A" annexed hereto) and any modifications, supplements, extensions and renewals thereof and any guarantees of the lessee's obligations thereunder, and all rents, income, and profits arising from the lessee and extensions and renewals thereof, if any, and together with all rents, income, and profits do or to become due from the Premises and from any and all of the leases or tenancies for the use and occupancy of the Premises or any part thereof which are now in existence or which may be created in the inture during the term of this Assignment, whether or not recorded; together with and including, the Debtor's entire interest in any lease, tenancy, rental, or occupancy agreement now existing of which may be made hereafter affecting the Premises.

TOGETHER WITH all the right, power, and authority of the Debtor to alter, modify, or change or to terminate the term thereof or accept a surrender thereof or to cancel the same or to waive or release the lessee from the performance or observance by the lessee of any obligation or condition thereof or to accept rents or any other payments thereunder.

2234749019 Page: 6 of 6

UNOFFICIAL COPY

EXHIBIT "D"

CONTRACTS, PLANS, PERMITS, & APPROVALS

Debtor's interest in all agreements, contracts and contract rights between Debtor and any and all contractors, subcontractors and/or material suppliers, and all plans, permits, licenses and approvals in connection with the construction, renovation, development and improvement of the real property located at 7848-7856 South Colfax Avenue, Chicago, IL 60649, together with 2554-2558 East 79th Street, Chicago, IL 60649, more particularly described in Schedule "A" attached hereto and made a part hereof, and any improvements thereon (collecively the "Premises") and which agreements, contracts rights, plans permits, licenses and approvals are now in existence or which may be created, amended, supplemented or otherwise modified in the future, whether or not recorded, (and together with any other documents exacted in connection therewith, including waivers and consents related thereto), including but not limited to the following:

- 1. All agreements with respect to architectural and engineering services for the improvements to the Premises;
- 2. All bonds securing payment and performance of Assignor's improvements to the Premises;
- 3. All of Assignor's contracts, now existing or hereafter entered into, for the furnishing of supplies, materials, labors, or services (including professional services) for the construction of the improvements to the Premises;
- 4. All Permits, licenses, and other certificates, now held or hereafter acquired by Assignor, relating to the construction and operation of the improvements to the Premises; and
- 5. All plans and specifications (including site plans) relating to the construction and operating of the improvements to the Premises.

TOGETHER WITH all the right, power and authority of Debtor to alter, modify or change, or terminate any terms thereof or to release any party thereto from the obligation or condition thereof