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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/27/2023 02:30 PM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Tara Brook, Paralegal; 860-392-5021
B. E-MAIL CONTACT AT FILER (optional) tbrook@carltonfields.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Carlton Fields P.A. One State Street, Suite 1800 Hartford, CT 06103

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 UP Stanley, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Unilev Capital Corporation, 9250 Wilshire Blvd, Suite 303			CITY Beverly Hills	STATE CA	POSTAL CODE 90212	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 c			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 Aetna Better Health Inc.						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 151 Farmington Avenue, RTAA			CITY Hartford	STATE CT	POSTAL CODE 06156	COUNTRY USA

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

All assets of Debtor, including, but not limited to, any and all fixtures now owned or hereafter acquired, located at or relating to the real property located in the City of Elk Grove Village, Cook County, State of Illinois and more particularly described in Exhibit A attached hereto.

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 Cook County - Aetna - Elk Grove Assumption 08114-68060

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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	UP Stanley, LLC		
	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				
	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				
	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:

Please see Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

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EXHIBIT A Description of Collateral

A. (1) the land described in Exhibit A attached hereto (the “**Land**”), which is located in Elk Grove Village, Cook County, Illinois, (2) all buildings, structures and other improvements now or hereafter situated on the Land (collectively, the “**Buildings**”), (3) all fixtures now or hereafter situated in or on, or attached to, the Land or any of the Buildings (collectively, the “**Fixtures**”), and (4) all trees, shrubbery, crops and other plantings now or hereafter grown on the Land; and

B. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to (1) all building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, (2) all equipment, machinery, appliances, furniture, furnishings, fittings, apparatus, supplies and other tangible personal property now or hereafter situated in or on, or attached to, the Land or any of the Buildings or stored at or delivered to any other location for use in or on the Land or any of the Buildings (all of the property described in this clause (2) or in the immediately preceding clause (1) being collectively referred to herein as the “**Equipment**”) (the Buildings, the Fixtures and the Equipment being collectively referred to herein as the “**Improvements**”), (3) any and all oil, gas, coal, minerals and other substances now or hereafter situated in, on, under or about, or produced from or allocated to, the Land, and (4) any and all plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land, the Improvements or any business or other operations now or hereafter conducted therein or thereon by or for the benefit of Debtor; and

C. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all streets, roads, sidewalks, alleys, ways, passages, public places, vaults, strips and gores adjoining or otherwise providing access to, or used or intended to be used in connection with, the Land, the Improvements or any other part of the Property, and the land lying in the bed thereof; and

D. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to (1) all bodies of water, water courses, levees, canals, ditches, wells, springs and reservoirs now or hereafter belonging, relating, appertaining or allocated to the Land, the Improvements or any other part of the Property or used or intended to be used in connection therewith, (2) all water contained in or available from any water-bearing formations under the Land or any neighboring land, (3) all rights relating to any of the items described in the immediately preceding clauses (1) and (2) (whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, conditional or unconditional), (4) any and all related permits and other evidence of any such rights, and (5) any and all shares of stock in any and all related water, ditch, canal or similar companies; and

E. all easements, rights-of-way and other rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including development, declarant, lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, coal, mineral and subsurface rights), privileges, claims, homestead claims, franchises, licenses, profits, tenements, hereditaments,

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reversions, remainders and appurtenances now or hereafter belonging, relating, appertaining or allocated to the Land, the Improvements or any other part of the Property; and

F. all right, title and interest of Debtor in and to, and all rights, powers, privileges and benefits of Debtor in, to and under:

(1) all leases, subleases, rental agreements, concessions, licenses, occupancy and use agreements and similar arrangements, whether oral or written, now or hereafter relating to the Land, the Improvements or any other part of the Property, as amended, extended, renewed or otherwise modified from time to time (collectively, the "**Leases**") (all present and future lessees, tenants, renters, concessionaires, licensees, occupants and other users of all or any part of the Property thereunder being collectively referred to herein as the "**Tenants**"), including any subleases under any other Lease, any tenancies following attornment and any use and occupancy arrangements created pursuant to Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (as amended from time to time, the "**Bankruptcy Code**"), or pursuant to any other provision of the Bankruptcy Code or any other present or future law relating to bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, conservatorship, receivership or similar relief for debtors (the Bankruptcy Code and any such other law being sometimes referred to herein as an "**Insolvency Law**"); and

(2) any and all presently effective and future guaranties and other surety arrangements of, for or otherwise relating to any of the Leases, as amended from time to time (collectively, the "**Lease Guaranties**") (all present and future guarantors and other sureties thereunder being collectively referred to herein as the "**Lease Guarantors**"); and

G. all right, title and interest of Debtor in and to, and all rights, powers, privileges and benefits of Debtor with respect to, any and all present and future security for, under or otherwise relating to any of the Leases or any of the Lease Guaranties, whether arising by statute, by agreement or otherwise (collectively, the "**Security**"), including property of any Tenant or any Lease Guarantor and cash deposits, advance rentals and deposits and payments of a similar nature, together with all rights of Debtor to collect, hold, return and retain the Security; and

H. all rents, royalties, issues, profits, revenues, income, payments for use and occupancy and other money and benefits (including non-cash consideration) of and from the Land, the Improvements, or any other part of the Property or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor, whether now or hereafter payable, deliverable or accruing or to which Debtor otherwise may be entitled (collectively, the "**Rents**"), including (1) all money and other consideration from time to time payable, deliverable or accruing to or for the benefit of Debtor, or to which Debtor otherwise may be entitled, under or in connection with any of the Leases or any of the Lease Guaranties, whether before or after the filing of any petition or the commencement of any case of proceeding under any Insolvency Law (including any such amounts outstanding as of the date of entry of an order for relief relating to any Tenant or any Lease Guarantor under any Insolvency Law, cancellation and termination payments, damages and other amounts payable in connection with any default or breach or in connection with any rejection under any Insolvency Law, awards in respect of any of the Leases or any of the Lease Guaranties in any case or proceeding under any Insolvency Law involving any Tenant or any Lease Guarantor and charges payable by any Tenant or any Lease Guarantor (or by

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any trustee of any Tenant or any Lease Guarantor) following entry of an order for relief relating to any such Tenant or Lease Guarantor under any Insolvency Law), and (2) all money and other consideration from time to time payable, deliverable or accruing to or for the benefit of Debtor, or to which Debtor otherwise may be entitled, by, from or on behalf of any other licensees, invitees, guests, customers, occupants or other users of any such Property, together with all rights of Debtor and any other person claiming under Debtor to collect and use the Rents; and

I. all right, title and interest of Debtor (whether as seller, purchaser or otherwise) in and to (1) all presently effective and future agreements for purchase and sale or other transfer of all or any part of the Property, (2) all down payments, earnest money deposits and other money or security paid or payable or deposited or to be deposited in connection with any such agreement, (3) all proceeds of any sale, assignment or other disposition of all or any part of the Property or any rights thereto or any interest therein, and (4) all proceeds of any other conversion of any such Property, rights or interest into cash or any liquidated claim; and

J. all right, title and interest of Debtor in and to (1) all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively "**Compensation**"), made or payable at any time in connection with any fire, casualty or other damage or loss to all or any part of the Property, or in connection with any condemnation or eminent domain proceeding relating to all or any part of the Property (any such proceeding being referred to herein as a "**Condemnation Proceeding**") or any damage to or taking of all or any part of the Property or any rights thereto or any interest therein in connection with any condemnation or exercise of the power of eminent domain (or any conveyance in lieu of or under threat of any such taking), including any Compensation for change of grade of streets or any other injury to or decrease in value (any such damage, taking or conveyance being referred to herein as a "**Taking**"), (2) all refunds and rebates of, or with respect to, (a) any Insurance Premiums (hereinafter defined), (b) any Impositions (hereinafter defined), or (c) any utility charges or other expenses relating to the Property or any business or other operations conducted therein or thereon by or on behalf of or for the benefit of Debtor, and any interest thereon, and (3) all unearned or prepaid Insurance Premiums, Impositions, utility charges and other expenses relating to the Property or any such business or other operations, any deposits with respect thereto and any interest thereon; and

K. all accounts, accounts receivable, escrows, impounds, reserves, documents, instruments, chattel paper, option rights, contract rights, general intangibles, trade names, trademarks, other intellectual property, permits, licenses, approvals, bonuses, actions, rights in action and other intangible personal property now or hereafter arising from or relating to all or any part of the Property or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor (including all rights of Debtor in and to any and all contracts and bonds relating to ownership, operation, maintenance, construction, renovation, restoration, repair, management or security of all or any part of the Property or any such business or other operations); and

L. all proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of or to all or any part of the Property or any interest therein; and

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M. all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the Property described above and any rights or interests appurtenant thereto.

All capitalized but undefined terms shall have the meaning ascribed to such term in that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 26, 2020 and recorded April 24, 2020 as document number 2011520052 of the Cook County Land Records.

Property of Cook County Clerk's Office

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EXHIBIT B **Description of Land**

PARCEL 1:

LOT 1 IN R & S RESUBDIVISION BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GULLO INTERNATIONAL'S RESUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 3 AND 4 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 5 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 08-22-302-016-0000; Parcel 08-22-302-017-0000; Parcel 08-22-302-018-0000; Parcel 08-22-302-028-000

147-151 Stanley St

Elk Grove Village IL 60007