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RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/27/2023 10:09 AM PG: 1 OF 8

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)

Joel V. Sestito, Esq.
Akerman LLP
71 South Wacker Drive, 47th Floor
Chicago, Illinois 60606

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
ALP-WAF CHICAGO I-55 ISF, LLC

OR

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

1600 Market Street, Suite 2600	Philadelphia	PA	19103	USA
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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
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2c. MAILING ADDRESS

	CITY	STATE	POSTAL CODE	COUNTRY
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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
BYLINE BANK as Administrative Agent

OR

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

180 North LaSalle Street	Chicago	IL	60654	USA
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4. COLLATERAL: This financing statement covers the following collateral:

See 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with the Cook County, Illinois Recorder



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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT			
9a. ORGANIZATION'S NAME			
OR ALP-WAF CHICAGO I-55 ISF, LLC			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. SEE INSTRUCTIONS Not Applicable		11e. TYPE OF ORGANIZATION ADD'L INFO RE ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or **ASSIGNOR S/P'S NAME** - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

See Exhibit B attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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EXHIBIT A

to

UCC Financing Statement

Debtor: ALP-WAF CHICAGO I-55 ISF, LLC, a Delaware limited liability company

Secured Party: BYLINE BANK, an Illinois state chartered bank, as Administrative Agent

All estate, right, title and interest that Debtor now has or may later acquire in and to, the properties, rights, interests and privileges described below, all of same being collectively referred to herein as the "Property":

THE LAND located in Cook County, Illinois, which is legally described on Exhibit B attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of Debtor now or hereafter acquired in and to any of the foregoing (the "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall

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coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"); it being agreed that all of said property owned by Debtor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of the Mortgage, provided, that, the foregoing items shall not include (except to the extent Debtor has any right, title or interest therein) (a) any property which any Tenant is entitled to remove pursuant to the terms of its respective Lease and/or (b) any property belonging to or leased by Tenants under the terms of their respective Leases.

TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the Improvements thereon, including all extensions, additions, Improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles (each as defined in the Uniform Commercial Code of the State of Illinois, as the same may be amended from time to time (the "Code")) of Debtor located on the Land or in the Improvements which are now or in the future owned by Debtor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements, provided, that, the foregoing items shall not include (except to the extent Debtor has any right, title or interest therein) (a) any property which any Tenant is entitled to remove pursuant to the terms of its respective Lease and/or (b) any property belonging to or leased by Tenants under the terms of their respective Leases;

All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Land or Improvements thereon or any portion thereof under the power of eminent domain (which shall be applied in accordance with the terms set forth in the Loan Agreement), any proceeds of any policies of insurance, maintained with respect to the Land or Improvements thereon (which shall be applied in accordance with the terms set forth in the Loan Agreement) or proceeds of any sale, option or contract to sell the Land or Improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance (which shall be applied in accordance with the terms set forth in the Loan Agreement), eminent domain or other governmental takings (which shall be applied in accordance with the terms set forth in the Loan Agreement) and tort claims), renewals, replacements and substitutions of all of the foregoing;

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

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TOGETHER WITH all right, title and interest which Debtor hereafter may acquire in and to all Leases and other agreements now or hereafter entered into for the occupancy or use of the Land (subject, in each case, to the rights of Tenants under such Leases or other agreements), the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to Debtor any statutory rights, in each case, subject to the revocable license granted to Debtor pursuant to Section 22 of the Mortgage and Section 3 of the Assignment of Leases (as defined in the Mortgage);

TOGETHER WITH any and all Awards and Insurance Proceeds (each as defined in the Loan Agreement) which shall be applied in accordance with the terms set forth in the Loan Agreement, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and, subject to the terms and conditions set forth in Section 7.31, Section 7.32 and Section 7.33 of the Loan Agreement, Debtor hereby authorizes, directs and empowers Secured Party, on behalf of the Lenders, at its option, on Debtor's behalf, or on behalf of the successors or assigns of Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable out-of-pocket outside attorneys' fees, costs and disbursements, to apply the Net Proceeds (as defined in the Loan Agreement), to the extent not utilized for the Restoration of the Mortgaged Property as provided in the Loan Agreement, to payment of the Debt (in each case, without payment of any prepayment penalty or premium or the applicable Minimum Interest Payment, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and Debtor agrees to execute and deliver from time to time such further instruments as may be reasonably requested by Secured Party in writing to confirm such assignment to Secured Party, for the benefit of the Lenders, of any such proceeds, provided that such instruments shall not increase Debtor's obligations or liabilities under the Loan Documents or decrease Debtor's rights and benefits under the Loan Documents (except, in each case, to a de minimis extent);

TOGETHER WITH all rights reserved to or granted to the developer or declarant under the provisions of any (i) declaration of restrictive covenants and easements affecting the Land or the Premises (if any), or (ii) declaration of condominium ownership for the institution of a regime of condominium ownership affecting the Land or the Premises or otherwise granted to the developer (if any);

TOGETHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Debtor now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by Debtor or by anyone on behalf of Debtor to Secured Party, for the benefit of the Lenders.

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Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 28, 2023 made by Debtor to Secured Party, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "Mortgage").

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

A tract of land in the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the intersection of the North line of West 35th Street in the City of Chicago, Cook County, Illinois, 33 feet North of the South line of said Northeast 1/4 of Section 36, with the West line of South Campbell Avenue in said city, as dedicated September 1, 1904 (now vacated), produced North; thence West along the North line of said West 35th Street, 1126.76 feet for a point of beginning; thence North along a line at right angles to the North line of said West 35th Street, 250 feet; thence in a Northeasterly direction forming an angle of 56 degrees 06 minutes 50 seconds deflecting to the right with the last described line, 54.15 feet; thence North along a line forming an angle of 56 degrees 06 minutes 50 seconds deflecting to the left with the last described line, 106 feet; thence West along a line at right angles to the last described line, 23 feet; thence North along a line at right angles to the last described line, 94 feet; thence West along a line forming an angle of 89 degrees 56 minutes 10 seconds with the last described line, measured from South to West, 127.97 feet; thence North at right angles to the last described line, 368.50 feet to the Southerly line of the Southerly Canal Reserve of the Illinois and Michigan Canal; thence Southwesterly along the Southerly line of the Southerly Canal Reserve of Illinois and Michigan Canal to its intersection with the East line of South California Avenue, being 33 feet East of the West line of said Northeast 1/4 of Section 36; thence East along a line parallel to the South line of said Northeast 1/4, 170 feet; thence South along a line parallel to the West line of said Northeast 1/4, 625.32 feet to the North line of West 35th Street aforesaid, being 33 feet North of the South line of said Northeast 1/4 of Section 36; thence East along the North line of West 35th Street, 504.85 feet to the point of beginning, part of which is now known as Lots 1 and 3 in Campbell Soup Company's Subdivision of part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Non-exclusive perpetual easement for ingress and egress for roadway purposes for the benefit of Parcel 1, created by Grant of Easement from Corner Realty Co., Inc., a corporation of Illinois to Midwest Industrial Properties Company, a limited partnership of New York, by the instrument dated December 10, 1957 and recorded March 13, 1958 as Document 17154966 over parcel of land shown as easement 1" on the plat attached to the aforesaid instrument and made a part thereof, more particularly described as follows:

That part of the Northeast 1/4 of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the Southerly line of the Southerly Canal Reserve of Illinois and Michigan Canal and the East line of South California Avenue (being a line 33 feet East of and parallel to the West line of the Northeast 1/4 of said Section 36); thence South along the East line of South California Avenue, a distance of 26.93 feet; thence Northeasterly along a line 25 feet

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Southeasterly of (measured at right angles to) and parallel with the Southerly line of said Southerly Canal Reserve to its intersection with a line, 625.32 feet North of and parallel to the North line of West 35th Street (being a line 33 feet North of and parallel to the South line of the Northeast 1/4 of said Section 36); thence West along said last mentioned parallel line to the point of beginning, in Cook County, Illinois.

For Information Only (for Parcel 1 and 2): Said premises are known as 2750 West 35th Street, Chicago, IL and designated as Parcel Nos. 16-36-200-030-0000; 16-36-200-032-0000; 16-36-200-034-0000 & 16-36-200-039-0000 as shown on the Tax Map of the County of Cook.

Parcel 3:

Lots 1 to 49, both inclusive, and also the adjoining and abutting alleys in Block 4 in Gross and Moore's Subdivision in the East 1/2 of the Southwest 1/4 of Section 36, Township 39th North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of the Northwest 1/4 of Section 36; thence East along the South line of said Northwest 1/4, a distance of 300.73 feet to its intersection with a line which is 33 feet West from and parallel with the East line of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 36; thence North along the last described parallel line, a distance of 207.53 feet to its intersection with a Southerly boundary of Parcel No. S. W. 14-4 of lands conveyed by Deed recorded in the Recorder's Office of Cook County, Illinois, on July 9, 1964, as Document Number 19179735; thence Southwestwardly along said Southerly boundary of the lands so conveyed, a distance of 133.28 feet to a deflection point in said Southerly boundary which is 1.07 feet, measured perpendicularly, Southerly from the Southerly line of the Southerly Reserve of the Illinois and Michigan Canal; thence Southwestwardly, continuing along said Southerly boundary, a distance of 187.67 feet to its intersection with the West line of said Southeast 1/4 of the Northwest 1/4 of Section 36 and; thence South along said West line of the Southeast 1/4 of the Northwest 1/4, a distance of 101.08 feet to the point of beginning in Cook County, Illinois.

For Information Only (for Parcel 3 and 4): Said premises are known as 2940 West 36th Street, Chicago, IL and designated as Parcel ID Nos. 16-36-101-015-0000 and 16-36-301-004-0000 as shown on the Tax Map of the County of Cook.