

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



Doc# 2327534009 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/02/2023 09:38 AM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) John Busillo, Esq. (212) 301-6588
B. E-MAIL CONTACT AT FILER (optional) JohnBusillo@eversheds-sutherland.us
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> John Busillo, Esq. Eversheds Sutherland (US) LLP The Grace Building 1114 Avenue of the Americas, 40th Floor New York, New York 10036 7703

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 RESIDENCES OF ORLAND PARK CROSSING, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 1 East Wacker Drive, Suite 1600		CITY Chicago	STATE POSTAL CODE COUNTRY IL 60601 US

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 METLIFE REAL ESTATE LENDING LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS One MetLife Way		CITY Whippany	STATE POSTAL CODE COUNTRY NJ 07951-1449 USA

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

See Rider A attached hereto and a part hereof.

See Exhibit A attached hereto and made a part hereof for a legal description of the Real Property.

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:
To be filed in the land records of Cook County, Illinois (58870-0622)

COCH12203151 DL-DX (588)

UNOFFICIAL COPY**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

RESIDENCES OF ORLAND PARK CROSSING, LLC

OR

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

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 and incorporated herein by this reference.

17. MISCELLANEOUS:

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Rider A

This Rider A is attached to and incorporated in a UCC-1 financing statement pertaining to Residences of Orland Park Crossing, LLC, a Delaware limited liability company, as debtor (“**Debtor**”) and MetLife Real Estate Lending LLC, a Delaware limited liability company, as secured party (“**Secured Party**”) in connection with a certain Mortgage, Security Agreement and Fixture Filing dated as of September 26, 2023 (the “**Mortgage**,” capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Mortgage) by and between Debtor, as grantor, and Secured Party, as beneficiary, covering, among other things, the estate of Debtor in the Collateral (as hereinafter defined) and intended to be duly recorded in Cook County, State of Illinois.

The attached UCC-1 financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the “**Collateral**”):

1. Real Property.

- (a) that certain real property located in the County and State which is more particularly described in Exhibit “A” attached to the Mortgage or any portion of the real property; all easements, rights-of-way, gaps, strips and gores of land; streets and alleys; sewers and water rights; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Debtor with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the “**Land**”);
- (b) all things now or hereafter affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishings, building materials, supplies, computers and software, window coverings and floor coverings, lobby furnishings, and other property now or in the future attached, or installed in the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the “**Improvements**”);
- (c) all present and future Leases, income, rents, revenue, profits, proceeds, accounts receivables and other benefits from the Land and/or Improvements and all deposits made with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Debtor, any advance payment of real estate taxes or assessments, or insurance premiums made by Debtor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Debtor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of this Mortgage (“**Insurance Proceeds**”) (all of the items set forth in this paragraph are referred to collectively as “**Rents and Profits**”);

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- (d) all damages, payments and revenue of every kind that Debtor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;
- (e) all proceeds and claims arising on account of any damage to, or Condemnation of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements;
- (f) to the extent assignable, all licenses, contracts, management agreements, guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements; and
- (g) all names by which the Land and/or Improvements may be operated or known, and all rights to carry on business under those names, and all trademarks, trade names, and goodwill relating to the Land and/or Improvements.

2. Personal Property.

- (a) any portion of the Real Property which may be personal property, and all other personal property, whether now existing or acquired in the future which is attached to, appurtenant to, or used in the construction or operation of, or in connection with, the Real Property;
- (b) all rights to the use of water, including water rights appurtenant to the Real Property, pumping plants, ditches for irrigation, all water stock or other evidence of ownership of any part of the Real Property that is owned by Debtor in common with others and all documents of membership in any owner's association or similar group;
- (c) all plans and specifications prepared for construction of the Improvements; and all contracts and agreements of Debtor relating to the plans and specifications or to the construction of the Improvements;
- (d) all equipment, machinery, furnishings, fixtures, goods, accounts, general intangibles, letter of credit rights, commercial tort claims, deposit accounts, documents, instruments and chattel paper and all substitutions, replacements of, and additions to, any of these items;
- (e) all sales agreements, deposits, escrow agreements, other documents and agreements entered into with respect to the sale of any part of the Real Property, and all proceeds of the sale;
- (f) all other assets of Debtor, whether now owned or existing or hereafter acquired or arising and wherever located; and
- (g) all proceeds and products of any of the foregoing, including without limitation all proceeds from any voluntary or involuntary disposition or claim respecting any of Debtor's assets (including judgments, condemnation awards or otherwise).

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF LAND**

Property Address: 9510 140th Street, Orland Park, Illinois

County: Cook

PIN: 27-03-300-053-0000
 27-03-300-054-0000
 27-03-300-055-0000
 27-03-300-056-0000

THAT PROPERTY LOCATED IN COOK COUNTY, ILLINOIS, DESCRIBED AS:

Parcel 1:

Lots 1, 2, 3 and Outlot A in the Orland Park Crossing Second Resubdivision, being resubdivision of Lot 13, the Easterly 130.0 feet of Lot 14, all of Lots 15 and 16 in Orland Park Crossing, being a subdivision of part of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded May 28, 2015 as Document No. 1514819098, in Cook County, Illinois.

Parcel 2:

A permanent non-exclusive easement for the benefit of a portion of the Land described above for the purposes of retention system facilities, drainage, and running and transferring water accumulating on the Land, together with the right of access thereto, as created by Easement Agreement dated July 9, 2003 and recorded July 11, 2003 as document No. 0319241226 by and between Great Lakes Trust Company, N.A., as Trustee under Trust Agreement dated March 1, 2001 and known as Trust No. 01066, and Main Place - Orland Park Associates, L.L.C., a Delaware limited liability company, over, across and upon the following described Land:

That part of the Southwest quarter of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence North 89 degrees 58 minutes 16 seconds East along the South line of said Southwest quarter 327.00 feet to a point on the East line of the West 327 feet of said Southwest Quarter; thence North 00 degrees 09 minutes 38 seconds East, parallel with the West line of said Southwest Quarter 50.00 feet for a place of beginning; thence continuing along the last described line 22.62 feet; thence South 77 degrees 38 minutes 05 seconds West 73.09 feet to a point on the North line of the South 57 feet of said Southwest Quarter; thence South 00 degrees 09 minutes 38 seconds West, parallel with the West line of said Southwest Quarter, 7.00 feet to a point on the North line of the South 50 feet of said Southwest Quarter; thence North 89 degrees 58 minutes 16 seconds East along said North line of the South 50 feet a distance of 71.35 feet to the place of beginning, in Cook County, Illinois.

Exhibit A

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Parcel 3:

A non-exclusive easement for Ingress, egress, driveways and parking running to the benefit of Parcel 1 as created by the Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions (Orland Park Crossing) dated September 8, 2005 and recorded September 15, 2005 as Document No. 0525839096, as amended by First Amendment recorded February 13, 2007 as Document No. 0708234088 and Second Amendment recorded April 4, 2012 as Document No. 1209518068 and further amended by the Third Amendment recorded September 4, 2014 as Document No. 1424741120 and further amended by Supplemental Agreement to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded September 4, 2014 as Document No. 1424741123, and further amended by Supplemental Agreement to Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions dated September 22, 2014 and recorded September 26, 2014 as Document No. 1426934087, and Assignment of Declarant's Rights and Obligations under Declaration and Assumption Agreement dated September 30, 2014 and recorded October 3, 2014 as Document No. 1427619108.

Parcel 4:

Non-exclusive easements for the benefit of Parcel 1 as granted by the Temporary Construction and Perpetual Access Easement Agreement dated September 22, 2014 and recorded September 26, 2014 as Document No. 1426934088 made by and between Bradford Orland Park 1 LLC and Residences of Orland Crossings, LLC, for the purpose of providing pedestrian and vehicular access to and from Lagrange Rd, John Humphrey Drive and Parcels A and B described therein, excepting therefrom that portion falling within Parcel 1.

Parcel 5:

Non-exclusive easements for the benefit of Parcel 1 as granted by the Reciprocal Construction and Access Easement Agreement dated August 28, 2014 and recorded September 4, 2014 as Document No. 1424741125 for the purpose of pedestrian and vehicular access to and from Lagrange Road, John Humphrey Drive and Parcels a and B, described therein, over and across the 141 St Extension Area and the existing improved area described on Exhibit D attached thereto and depicted on the site plan as "Existing 141 St Paved Area", excepting therefrom that portion falling within Parcel 1.

Address: 9510 140th Street, Orland Park, IL

PINS: 27-03-300-053-0000

27-03-300-054-0000

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