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2329810023

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2329810023 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/25/2023 11:57 AM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) Christina Giza
B. E-MAIL CONTACT AT FILER (optional) Christina.Giza@icemiller.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ICE MILLER LLP Christina Giza 200 W. Madison Street, Suite 3500 Chicago, IL 60606-3417

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 SUNSET ESTATES BY EEP, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2200 Cabot Drive, Suite 100		CITY Lisle	STATE IL	POSTAL CODE 60532
			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 THE NORTHERN TRUST COMPANY				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One Oakbrook Terrace		CITY Oakbrook Terrace	STATE IL	POSTAL CODE 60181
			COUNTRY USA	

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

ALL OF THE PROPERTY AND TYPES OF PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, WHICH MAY OR MAY NOT BECOME FIXTURES ON REAL PROPERTY DESCRIBED IN EXHIBIT B INCORPORATED HEREIN BY REFERENCE.

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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with: Illinois - Cook County Debtor Name: SUNSET ESTATES BY EEP, LLC

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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

SUNSET ESTATES BY EEP, 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:

17. MISCELLANEOUS:

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EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR'S NAME: Sunset Estates by EEP, LLC
2200 Cabot Drive, Suite 100
Lisle, Illinois 60532

SECURED PARTY'S NAME: The Northern Trust Company
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181

All of Debtor's right, title and interest in and to any and all of the following located on or relating to the Premises described on Exhibit B hereto (the "Real Property"):

1. All right, title and interest of Debtor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues and alleys adjoining the Real Property;
2. All rights, title and interest of Debtor, in and to all minerals and mineral rights belonging or appertaining to the Real Property, including any right to prospect for, drill for, produce, mine, extract and remove such minerals upon, from and under the Real Property;
3. All rights, title and interest of Debtor in and to all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Real Property, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainder and remainders thereof;
4. All rights, title and interest of Debtor, in and to all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all rights, title and interest of Debtor, in and to all of which materials shall be deemed to be included within the Real Property immediately upon the delivery thereof to the aforesaid real estate, all minerals that are extracted, severed or removed from said real estate, including without limitation, all as-extracted collateral (as defined in the Illinois Uniform Commercial Code), and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or forming a part of or used in connection with the Real Property or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation and/or convenience of the aforesaid real property or improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus

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and hot and cold water equipment and system), air conditioners, antennae, appliances, basins, bathtubs, bidets, bookcases, cabinets, coolers, dehumidifiers, disposals, doors, dryers, ducts, dynamos, engines, equipment, escalators, fans, fittings, floor coverings, hardware, heaters, humidifiers, incinerators, lighting, motors, ovens, pipes, pumps, radiators, ranges, recreational facilities, refrigerators, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, building materials, and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the Real Property shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security of the Secured Party. To the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Illinois Uniform Commercial Code), this instrument shall create a security interest in such goods as collateral, in Debtor as a secured party, all in accordance with said Illinois Uniform Commercial Code;

5. All right, title, estate and interest of Debtor in and to the Real Property, property, improvements, furniture, furnishing, apparatus, fixtures and as-extracted collateral hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Real Property after default in payment or breach of any covenant herein contained;

6. All right, title and interest of Debtor in and to any and all contracts now or hereafter relating to the Real Property and executed by any architects, engineers, construction manager's owner's representatives, materialmen, suppliers or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all right, title and interest of Debtor in and to any and all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Real Property;

7. All right, title and interest of Debtor in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Real Property or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

8. All right, title and interest of Debtor in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Mortgagor with any person or entity pertaining to all or any part of the Real Property, whether such agreements have been heretofore or are hereafter made;

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9. All right, title and interest of Debtor in all performance bonds or other surety, letters of credit, payment intangibles and general intangibles relating to the Real Property, and all proceeds thereof;

10. All right, title and interest of Debtor in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Real Property, the use or occupancy thereof, or the business conducted thereon; and

11. All rights, title and interest of Debtor, in and to all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Real Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Property or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Secured Party, and Debtor hereby designates Secured Party as its agent and directs and empowers Secured Party, at the option of Secured Party, on behalf of Debtor, or the successors or assigns of Debtor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as permitted.

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EXHIBIT B TO UCC FINANCING STATEMENT

PARCEL 1:

LOTS 1 THRU 13, INCLUSIVE, IN SUNSET ESTATES SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 24, 2022 AS DOCUMENT NO. 2208315041, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

41 FEET WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE PLAT OF SUNSET ESTATES SUBDIVISION RECORDED MARCH 24, 2022 AS DOCUMENT NO. 2208315041, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6850 West 179th Street
Tinley Park, Illinois

PERMANENT INDEX NO. 28-31-105-015-0000
28-31-105-018-0000
28-31-105-075-0000

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