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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/08/2023 12:04 PM PG: 1 OF 7

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019 Attention: Noah Dilenker, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**#2114622029 filed on May 26, 2021**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects  Debtor or  Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	
OR	
7b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

Old Republic Title  
9601 Southwest Highway  
Chicago, IL 60659  
23158110 2/2

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
<b>MW49 CRS SPE, LLC</b>			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

File with Cook County Clerk's Office - CM 128007-00003; Debtor: Montrose and Clarendon, LLC

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

**#2114622029 filed on May 26, 2021**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

**MW49 CRS SPE, LLC**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

**MONTROSE AND CLARENDON, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

 covers timber to be cut
  covers as-extracted collateral
  is filed as a fixture filing
16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:

**See Exhibit A attached hereto and made a part hereof.**

18. MISCELLANEOUS:

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## EXHIBIT A TO UCC-1 FINANCING STATEMENT

**DEBTOR: MONTROSE AND CLARENDON, LLC**

**SECURED PARTY: MW49 CRS SPE, LLC, as successor in interest to MWC 49 Holdings, LLC**

All capitalized terms not defined herein are defined in that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated as of May 25, 2021, made by Debtor in favor of MWC 49 HOLDINGS, LLC (the "**Original Secured Party**"), as assigned to Secured Party by Original Secured Party pursuant to that certain Assignment of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of May 25, 2021 (the "**Security Instrument**").

### Description of Collateral

All of Debtor's right, title and interest in and to the following property, rights, interests and estates, whether now owned or hereafter acquired by Debtor (collectively, the "**Property**"):

- (a) The real property located in the County of Cook, State of Illinois, described on Exhibit B attached hereto and made a part hereof (the "**Land**");
- (b) All streets, ways, roads and alleys used in connection with or pertaining to such real property, and together with all development rights or credits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Land, and all appurtenances, easements, rights and rights of way appurtenant or related thereto (collectively with the Land, the "**Real Property**");
- (c) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, renovations, replacements and other improvements and fixtures now or hereafter located on the Real Property (collectively, the "**Improvements**");
- (d) All apparatus, equipment, inventory and appliances used in the operation or occupancy of the Real Property, including, without limitation, all other property of every kind and nature, whether tangible or intangible, whatsoever, now or hereafter located upon the Real Property, or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant or affixed thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Property (collectively, the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Illinois Commercial Code, as amended and recodified from time-to-time (the "**UCC**");
- (e) All awards and payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Property, Improvements, or Equipment, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value thereof (collectively, the "**Awards and Payments**");

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(f) To the extent assignable by Debtor, all leases, license agreements, concession agreements and other occupancy agreements of any nature, whether oral or written or implied by course of conduct, now or hereafter affecting all or any part of the Real Property, the Improvements, the Equipment or the Awards and Payments and all other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct or any activity upon or in or relating to, the Real Property, the Improvements, the Equipment or the Awards and Payments, and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the “**Operating Agreements**”);

(g) All rents, issues, income and profits, including, without limitation, charges for parking, maintenance, taxes and insurance, deficiency rents and damages following default, all proceeds payable under any policy of insurance covering loss of rent resulting from any destruction or damage to the Real Property, Improvements or Equipment, and all other rights and claims of any kind which Debtor may have against any tenant or any other occupant of the Real Property, Improvements or Equipment, all rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), all receivables, customer obligations and other obligations now existing or hereafter arising or created out of the sale, sublease, license, franchise, concession or other grant of the right of the use and occupancy of Real Property, or Improvements, or rendering of services by Debtor or any operator or manager of the Real Property, Improvements or Equipment (collectively, the “**Rents**”);

(h) All proceeds of and any unearned premiums on any insurance policies covering the Real Property, Improvements or Equipment (regardless as to whether required hereby) including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property, Improvements or Equipment, in each case in accordance with the terms of Section 5.4 of the Loan Agreement (as defined below) (collectively, the “**Insurance Proceeds**”);

(i) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds and to commence any action or proceeding to protect the interest of Secured Party therein;

(j) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, the Insurance Proceeds and Awards and Payments, into cash or liquidation claims;

(k) All accounts, escrows, documents, instruments, chattel paper, notes, drafts, letters of credit, interest rate hedge, cap, swap or similar agreements, title insurance policies, all reserves and accounts established under that certain Loan Agreement between Debtor, as borrower, and Original Secured Party, as lender, dated as of May 25, 2021, as assigned by Original Secured Party to Secured Party pursuant to that certain Assignment and Assumption of Agreements and Accounts, dated as of May 25, 2021 (the “**Loan Agreement**”), and, to the extent assignable, all permits, consents, approvals, licenses, authorizations and other rights given or granted by or obtained from any governmental entity with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds, all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect thereto, all loan funds held by Secured Party, whether or not disbursed, all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Document, all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related thereto or any portion thereof, together with all books, claims, deposits and general intangibles, as the foregoing are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, franchise agreements, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or

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with any other provider of goods or services for or in connection with any construction, repair, renovation or other work upon the Real Property or Improvements), approvals, actions, refunds, rebates or credits of real estate taxes and assessments (and any other governmental impositions related to the Real Property, Improvements or Equipment), and causes of action that now or hereafter relate to, are derived from or are used in connection thereto, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

(l) All water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Land, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights;

(m) The Interest Rate Protection Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(n) All rights and interests of Debtor as the "Developer" under and pursuant to the Redevelopment Agreements, including, without limitation, all rights and interests to receive payments under and pursuant to the City Notes; and

All interests or estate which Debtor may hereafter acquire in the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rent or Insurance Proceeds, and all additions and accretions thereto, and the proceeds of any of the foregoing. **AND** without limiting any of the other provisions of the Security Instrument, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the UCC which are applicable to secured transactions; it being understood and agreed that the Improvements are part and parcel of the Land appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

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## EXHIBIT B TO UCC-1 FINANCING STATEMENT

### Legal Description

#### PARCEL 2:

LOT 1 AND ALL OF LOTS 2, 3 AND 4 IN LYDSTON'S RESUBDIVISION OF LOTS 3 TO 7 IN BLOCK 1 IN JOHN N. YOUNG'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 AND 2 (EXCEPT THE NORTH 105 FEET OF THE EAST 85 FEET OF SAID LOTS) IN BLOCK 1 IN JOHN N. YOUNG'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF THE NORTH 1/2 OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY, LYING WEST OF THE WEST LINE OF CLARENDON AVENUE, LYING EAST OF A LINE 18 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 1 AND SAID WEST LINE PRODUCED SOUTH 16 FEET IN LYDSTON'S RESUBDIVISION OF LOTS 3 TO 7 OF BLOCK 1 AFORESAID, SAID VACATED ALLEY LYING SOUTH AND ADJOINING PARCELS 2 AND 3, IN COOK COUNTY, ILLINOIS

#### PARCEL 5:

LOT 18 (EXCEPT THE WEST 18 FEET THEREOF DEDICATED FOR PUBLIC ALLEY, BY INSTRUMENT RECORDED AUGUST 20, 1992 AS DOCUMENT 02618869) AND LOTS 19 AND 20 IN BLOCK 1 IN JOHN N. YOUNG'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOTS 1 TO 4, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 2 IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

THAT PART OF THE SOUTH 1/2 OF THE EAST AND WEST 16 FOOT VACATED PUBLIC ALLEY, LYING WEST OF THE WEST LINE OF CLARENDON AVENUE, LYING EAST OF A LINE 18 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 1 AND SAID WEST LINE PRODUCED SOUTH 16 FEET IN LYDSTON'S RESUBDIVISION OF LOTS 3 TO 7 OF BLOCK 1 AFORESAID, SAID VACATED ALLEY LYING NORTH AND ADJOINING PARCELS 4 AND 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 9:

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THE NORTH 105 FEET OF THE EAST 85 FEET OF LOTS 1 AND 2 IN JOHN N. YOUNG'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT PARTITION OF THE SOUTH 10 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address commonly known as:  
750-810 W Montrose Ave  
Chicago, IL 60640

PIN#: 14-17-229-008-0000, 14-17-229-014-0000,  
14-17-229-015-0000, 14-17-229-016-0000, 14-17-229-017-0000, 14-17-229-018-0000,  
14-17-229-019-0000

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