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2001-12-27 13:45:51  
Cook County Recorder 33.50



0011233961

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

D. Randolph Cole, Jr., Esq.  
Krooth & Altman LLP  
1850 M Street, N.W., Suite 400  
Washington, D.C. 20036  
PH (202) 293-8200  
FX (202) 872-0145

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**CROWN ROAD PROPERTIES, L.L.C., an Illinois limited liability company**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
400 N. Michigan Avenue, Suite 415 Chicago IL 60611 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited liability company 1f. JURISDICTION OF ORGANIZATION Illinois 1g. ORGANIZATIONAL ID #, if any IL 00132055  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
USA

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**CENTENNIAL MORTGAGE, INC.**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
112 W. Jefferson Boulevard, Suite 401 South Bend IN 46601 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "B" attached hereto and made a part hereof for a description of collateral.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

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

7881857 M. Druman DJ

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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 CROWN ROAD PROPERTIES, L.L.C., an Illinois limited liability company			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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### 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	COUNTRY
					USA
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	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 Secretary of Housing and Urban Development					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 451 Seventh Street, SW		CITY Washington	STATE DC	POSTAL CODE 20410	COUNTRY USA

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:

See Exhibit "A" attached hereto and made a part hereof for a description of real property.

"Crown Road Apartments"  
FHA Project No. 071-11094-REF

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

16. Additional collateral description:

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"

POLICY NO.: 1401 007881857 01

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOT 23 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NUMBER 1 IN OWNERS DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOT 12 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NO. 1 IN OWNERS DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 11 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NO. 1 IN OWNERS' DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

LOT 8 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NO. 1 IN OWNERS DIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOT 5 IN SALERNO-KAUFMAN SUBDIVISION OF PART OF TRACT NO. 1 IN OWNERS DIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

12-29-203-018-0000

12-29-214-002-0000

12-29-214-003-0000

12-29-214-006-0000

12-29-214-009-0000

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

12/1/01

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## EXHIBIT "B" TO SECURITY AGREEMENT AND FINANCING STATEMENTS

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of CENTENNIAL MORTGAGE, INC., a Missouri corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral (the "Collateral"), which may be now or hereafter located on the premises of, relate to, or be used in connection with, the financing, construction, equipping, repair, ownership, management, and operation of a certain multifamily housing project known or to be known as "**Crown Road Apartments**", identified as FHA Project No. 071-11094-REF, located on real property (the "Land") situated in Franklin Park, Illinois (the "Project"), and owned by **CROWN ROAD PROPERTIES, L.L.C.**, an Illinois corporation ("Debtor"):

As used herein, the term "Debtor" shall mean and include the terms "Mortgagor," "Grantor," "Trustor" and "Borrower"; the term "Secured Party" shall mean and include the terms "Lender," "Mortgagee" and "Creditor"; the term "Mortgage Property" shall mean and include the Land and the improvements situated thereon; and the term "Improvements" shall mean and include all buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions.

1. **Fixtures.** All property (collectively, the "Fixtures") which is so attached to the Land or the improvements located thereon so as to constitute a fixture under applicable law, including: machinery, equipment, engines, motors, boilers, compressors, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone and communication systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; piping, tubing and plumbing equipment and fixtures; water heaters, ranges, stoves, ovens, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, draperies, curtains and curtain rods; mirrors, cabinets, mantles, paneling, rugs, floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.

2. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interest now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if the Debtor is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

3. **Personalty.** All equipment, inventory, work-in-progress, finished, general intangibles which are now used or in the future may be used in connection with the ownership, management and operation of the Land and the Improvements or are located on the Land or in the Improvements (collectively, the "Personalty"), including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal

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property (other than Fixtures) which are now or in the future used in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications, warranties and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental licenses and permits relating to any activities on the Land or the Mortgaged Property.

4. **Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may be or in the future may be vacated.

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements and the Fixtures or any other part of the Mortgaged Property, whether or not the Borrower obtained the insurance pursuant to a requirement of the Lender.

6. **Awards.** All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards"), and the right to receive the same, heretofore or hereinafter made by any municipal, state or federal authority, including interest thereon, and the right to receive the same with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from: (i) any taking of the Mortgage Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Mortgaged Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents, and including any conveyance in lieu thereof.

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by the Debtor now or in the future, including cash or securities or other security deposited to secure performance by the parties of their obligations, and all construction contracts, architectural and engineering agreements and management contracts now or in the future existing pertaining to the construction, development, repair, operation, ownership, equipping or management of the Mortgaged Property.

8. **Property Documents.** All architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits, sewer taps and allocations, agreements for utility services, bonds, warranties, guarantees, architectural, engineering, construction and management agreements and the like pertaining to the construction, development, repair, operation, management and maintenance of the Mortgaged Property.

9. **Proceeds.** All payments, proceeds, settlements or other compensation from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

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10. **Receipts.** All rents, earnings, revenues, royalties, charges accounts receivable, issues and profits from the ownership, operation or management of the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument, and, if the Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders, members or residents.

11. **Imposition Deposits.** All deposits made by the Borrower to the Lender on the day monthly installments of principal or interest, or both, are due under the Note secured by the Mortgaged Property (or on another day designated in writing by the Lender), until the Indebtedness is paid in full, that is an additional amount sufficient to accumulate with the Lender the entire sum required to pay, when due (i) any water and sewer charges which, if not paid, could result in a lien on all or any part of the Mortgaged Property, (ii) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as the Lender may require under the terms of the Security Agreement, (iii) taxes, and (iv) amounts for other charges and expenses which the Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect the Lender's interests, all as reasonably determined from time to time by the Lender.

12. **Refunds.** All refunds or rebates of impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the mortgage securing the Note is dated).

13. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any lease.

14. **Names, Trademarks and Goodwill.** All names under or by which any of the Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

15. **Books and Records.** All of the records and books of account now or hereinafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Mortgaged Property.

16. **Funds and Accounts.** All estate, right, title and interest, if any, of the Debtor in and to all of the following funds and accounts and investments of funds and accounts:

(a) All accounts receivable to which the Debtor is now entitled or to which it may be entitled at any future time.

(b) All cash funds and escrows maintained with, required by or under the control of the Lender in connection with the Mortgaged Property including, without limitation: mortgage loan escrows; Replacement Reserve Funds; Sinking Funds (if applicable); Surplus Cash and/or Residual Receipts; and all escrows (as applicable) for operating deficits, debt service reserves, interest rate differential, minor movable equipment, change orders, demolition, off-site construction, latent defects, and repairs; and any other funds and accounts now or in the future held by the Lender and its successors and assigns.

(c) Any cash escrow funds and any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf.

(d) The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument



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authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

(e) All bank accounts, certificates of deposit, letters of credit, securities, the Mortgaged Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Mortgaged Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Mortgaged Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by each of the Security Documents to which this Exhibit is attached).

17. **Proceeds.** Proceeds, products, returns, additions, accessions, accretions, component parts, replacements and substitutions of and to any and all of the above.

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