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Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/14/2004 04:09 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Harrison C. Smith, 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 DAMEN COURT ASSOCIATES LIMITED PARTNERSHIP				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Trimstone, 1061 E. Main Street, Suite 100		CITY Chicago E. Dundee	STATE IL	POSTAL CODE 60118
1d. TAX ID #: SSN OR EIN 36-3071816	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	1f. JURISDICTION OF ORGANIZATION Illinois	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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
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 <input type="checkbox"/> 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 REILLY MORTGAGE GROUP, INC.				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 2010 Corporate Ridge, Suite 1000		CITY McLean	STATE VA	POSTAL CODE 22102

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):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

FILE WITH THE RECORDER OF COOK COUNTY, ILLINOIS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

mm 73737 DEC 4044

UNOFFICIAL COPY**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 DAMEN COURT ASSOCIATES LIMITED PARTNERSHIP			
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
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, its successors and assigns as their interests may appear					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 77 W. Jackson Blvd.		CITY Chicago	STATE IL	POSTAL CODE 60604-3507	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.**

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

**LASALLE BANK, NATIONAL ASSOCIATION,
not personally but as Successor Trustee under the
trust agreement known as Trust No. 46077
135 SOUTH LASALLE STREET, SUITE 1225
CHICAGO, IL 60603**

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 Estate18. 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

UNOFFICIAL COPY**EXHIBIT "A"****Legal Description**

PARCEL 1: LOT 3 (EXCEPT THE NORTH 37 FEET THEREOF), THE NORTH HALF OF LOT 9 AND ALL OF LOTS 4, 5, 6, 7, 10 AND 11 IN BLOCK 3 IN OWSLEY'S SUBDIVISION OF THE EAST HALF OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 IN WILSON'S SUBDIVISION SOUTH OF AND ADJOINING THERETO.

LOTS 1 TO 12 INCLUSIVE IN THE RESUBDIVISION OF LOTS 1, 2, 12, 13, 14 AND THE NORTH 37 FEET OF LOT 3 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AFORESAID.

ALL OF THE NORTH-SOUTH AND EAST-WEST VACATED ALLEYS FURTHER DESCRIBED AS ALL OF THE ALLEYS IN THE BLOCK BOUNDED BY WEST ADAMS STREET, WEST JACKSON BOULEVARD, SOUTH SEELEY AVENUE AND SOUTH DAMEN AVENUE VACATED BY ORDINANCE PASSED APRIL 23, 1941 AND RECORDED APRIL 25, 1941 AS DOCUMENT 12667268.

LOTS 1 TO 9 INCLUSIVE (BEING ALL THE LOTS) AND ALLEY FOR THE USE OF OWNERS OF LOTS IN THIS SUBDIVISION ONLY (WHICH ALLEY WAS VACATED BY INSTRUMENT RECORDED APRIL 11, 1924 AS DOCUMENT 8359301) IN WILLIAM LAWRENCE'S SUBDIVISION, BEING A SUBDIVISION OF LOT 46 OF E. SMITH'S SUBDIVISION, AND LOT 8 AND THE SOUTH HALF OF LOT 9 IN BLOCK 3 IN OWSLEY'S SUBDIVISION AND THE 3 FEET, MORE OR LESS, LYING BETWEEN SAID LOTS 8 AND 46, ALL IN THE EAST HALF OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 18 AFORESAID.

LOT 45 (EXCEPT PART, IF ANY, TAKEN FOR JACKSON BOULEVARD), IN ELIJAH SMITH'S SUBDIVISION OF A 5 ACRE TRACT IN THE SOUTH HALF OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 18 AFORESAID.

PARCEL 2: THE SOUTH HALF OF LOT 2 AND ALL OF LOTS 3 TO 17 INCLUSIVE (EXCEPT THAT PART OF LOTS 10 AND 11 TAKEN FOR STREET BY DEED RECORDED MAY 10, 1898 AS DOCUMENT 2684289) IN BLOCK 4 IN OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 3: LOTS 1 TO 8 INCLUSIVE IN J.L. SPROGLE'S SUBDIVISION OF LOT 1 AND THE NORTH HALF OF LOT 2 IN BLOCK 4 OF OWSLEY'S SUBDIVISION AFORESAID.

PARCEL 4: ALL OF THE EAST-WEST 12 FOOT ALLEYS (2) AND THE NORTH-SOUTH, 13 FOOT ALLEY AS LAID OUT IN BLOCK 4 IN OWSLEY'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5: ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THAT PART OF SAID SEELEY AVENUE LYING BETWEEN THE WEST 9 FEET THEREOF AND THE EAST 18 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 6: EASEMENT CREATED BY GRANT FROM THE CITY OF CHICAGO TO DAMEN COURT ASSOCIATES DATED NOVEMBER 28, 1979 AND RECORDED AS DOCUMENT 25263133 FOR THE USE OF THE GRANTEE FOR PARKING AND PLAY AREAS IN CONJUNCTION WITH THE RE-DEVELOPMENT OF LOW AND MODERATE INCOME HOUSING ON ABUTTING PARCEL (PARCELS 1, 2, 3 AND 4), OVER THAT PART OF SEELEY AVENUE LYING BETWEEN DAMEN AND HOYNE AVENUES, ADAMS STREET AND JACKSON BOULEVARD (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET OF SEELEY AVENUE), BEING MORE PARTICULARLY DESCRIBED AS ALL OF SEELEY AVENUE LYING BETWEEN BLOCKS 3 AND 4 IN OWSLEY'S SUBDIVISION AFORESAID AND LYING BETWEEN THE NORTH AND SOUTH LINES OF SAID BLOCKS EXTENDED (EXCEPTING THEREFROM THE WEST 9 FEET AND THE EAST 18 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

2040 W. Jackson, Chicago, IL

TAX NOS: 17-18-118-001 through -028 (inclusive)

17-18-119-013

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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 **REILLY MORTGAGE GROUP, INC.**, a District of Columbia corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the financing, repair, ownership, management, and operation of a certain multifamily housing rental apartment project known as "**DAMEN COURT APARTMENTS**" (the "Project"), located in Chicago, Cook County, Illinois and owned by **DAMEN COURT ASSOCIATES LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve Fund for Replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the 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 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).

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6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the 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 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.

7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

11. The interest of the Debtor in any cash escrow fund and in 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, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under

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applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

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

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

15. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

16. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

17. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

18. Any and all of the above which may become fixtures by virtue of attachment to Property.

19. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

20. Any and all other Collateral of the Debtor as defined in the Uniform Commercial Code adopted in the State.

PROPERTY OF COOK COUNTY CLERK'S OFFICE