

# UNOFFICIAL COPY



Doc#: 0620847015 Fee: \$34.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 07/27/2006 07:29 AM Pg: 1 of 6

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>CAROLYN CONWAY</b> (703) 760-8696
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>REILLY MORTGAGE GROUP, INC. 2010 CORPORATE RIDGE SUITE 1000 MCLEAN, VA 22102</b>

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 <b>ST. STEPHEN TERRACE APARTMENTS, AN ILLINOIS LIMITED PARTNERSHIP</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>2626 OCEAN PARK BLVD.</b>			CITY <b>SANTA MONICA</b>	STATE <b>CA</b>	POSTAL CODE <b>90405</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LP</b>	1f. JURISDICTION OF ORGANIZATION <b>ILLINOIS</b>		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	COUNTRY
2d. SEE INSTRUCTIONS	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 <b>REILLY MORTGAGE ASSOCIATES, L.P.</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>2010 CORPORATE RIDGE, SUITE 1000</b>			CITY <b>MC LEAN</b>	STATE <b>VA</b>	POSTAL CODE <b>22102</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A&B

### TAX PARCEL NUMBERS:

17-18-120-055-0000 17-18-120-094-0000  
 17-18-120-089-0000 17-18-120-095-0000  
 17-18-120-090-0000 17-18-120-096-0000  
 17-18-120-091-0000 17-18-120-097-0000  
 17-18-120-092-0000 17-18-120-098-0000  
 17-18-120-093-0000

**Fixture Filing  
(Real Property Records)**

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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]		All Debtors		Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**IL COOK COUNTY., ST. STEPHEN TERRACE: 107144108**

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT</b>		
9a. ORGANIZATION'S NAME		
OR <b>ST. STEPHEN TERRACE APARTMENTS, AN ILLINOIS LIMITED PARTNERSHIP</b>		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**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
11d. <u>SEE INSTRUCTIONS</u>		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				
OR 12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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.

**ST. STEPHEN TERRACE  
2333 WEST JACKSON  
CHICAGO, IL 60612**

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

**UNOFFICIAL COPY**EXHIBIT ADESCRIPTION OF PROPERTY

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

The South 115 feet of Lot 3 (except the East 62-1/2 feet thereof) the North 1/2 of Lot 5 (except the South 10 feet thereof) and the South 116 feet of said Lot 5, all in Block 11 in Rockwell's Addition to Chicago, in the West 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian.

ALSO

Lots 1 to 18 inclusive, (except those parts of said Lots taken for street purposes) in E. H. Sheldon's Subdivision of Lots 1 and 2 in Block 11 in Rockwell's Addition to Chicago, aforesaid,

ALSO

Lots 1 through 7 and the 5-foot private alley south of and adjoining Lots 1 through 6, all in the Subdivision of the North 1/2 of Lot 3 in Block 11 in Rockwell's Addition, aforesaid,

ALSO

Lots 1, 2 and 3 in the Subdivision of the North 1/2 of Lot 4 in Block 11 in Rockwell's Addition to Chicago,

ALSO

Lots 1 through 18 in Lobraic's Subdivision of part of Block 11 of Rockwell's Addition to Chicago.

ALSO

The North 5 feet of Lot 11, Lot 6 (except the West 7 feet thereof) and all of Lots 7 through 10 and 16 through 23 in the Subdivision of Lots 6, 7 and 8 in Block 11 of Rockwell's Addition to Chicago, aforesaid,

ALSO

Lots 1 through 6 in J. A. Landon's Subdivision of Lots 1, 2, 3, 4, 5 and the West 7 feet of Lot 6 in the Subdivision of Lots 6, 7 and 8 in Block 11 of Rockwell's Addition to Chicago,

ALSO

Lots 1 through 6 in the Subdivision of Lots 11, 12, 13, 14 and 15 (except the North 5 feet of Lot 11) in the Subdivision of Lots 6, 7 and 8 in Block 11 of Rockwell's Addition to Chicago,

ALSO

All of the public streets, the public court and alleys located within the block comprising all of the above-described premises.

1978 NOV 9 PM 4 17

24711814

# UNOFFICIAL COPY

## EXHIBIT B

### DESCRIPTION OF COLLATERAL

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 St. Stephens Terrace, Project No. 107144108 ("Project") located in Cook County, Illinois and owned by St. Stephens Terrace Apartments, Ltd. ("Debtor").

1. All income, rents, profits, receipts, and charges from the Project.
2. All accounts including without limitation the following: reserve 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 of improvement now or hereafter erected or placed on the Property, all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof the Project.
5. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fitting, 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, wires, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tiling, 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

# UNOFFICIAL COPY

## Exhibit B

substitution therefore, 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).

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 therefore 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.

# UNOFFICIAL COPY

## Exhibit B

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 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.