

UNOFFICIAL COPY

120813

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0817633137

Doc#: 0817633137 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/24/2008 02:10 PM Pg: 1 of 5

8442018 D2 MS

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Janice Mayfield
Sidley Austin LLP
One South Deaborn
Chicago, IL 60603

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 CASA MORELOS LP				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1818 South Paulina Street		CITY Chicago	STATE IL	POSTAL CODE 60608
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Partnership	1f. JURISDICTION OF ORGANIZATION Illinois	1g. ORGANIZATIONAL I.D. #, if any <input 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL I.D. #, 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 BANK OF AMERICA, N.A.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 7800 Forsyth Blvd., Suite 350 Mailcode: MO1-076-0306		CITY Clayton	STATE MO	POSTAL CODE 63103
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE THE ATTACHED SCHEDULE 1 CONSISTING OF 4 PAGES

Box 400-CTCC

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

TO BE FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

Handwritten initials and marks at the bottom right corner.

UNOFFICIAL COPY

SCHEDULE A

DEBTOR: CASA MORELOS LP, an Illinois limited partnership

SECURED PARTY: BANK OF AMERICA, N.A., a national banking association

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "Improvements");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, 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 systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "Fixtures");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, 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 property (other than Fixtures) which are used now or in the future 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 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 permits relating to any activities on the Land (the "Personalty");
4. **Other 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, sewer rights, waters, watercourses, and appurtenances related to or

UNOFFICIAL COPY

benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "Other Rights");

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement (the "Insurance Proceeds");

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Awards");

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 Collateral Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "Contracts");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "Other Proceeds");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "Rents");

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

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Lender to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Lender may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local
Schedule A to UCC

UNOFFICIAL COPY

improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender (the "Imposition Deposits");


13. **Refunds or Rebates.** 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 Security Instrument is dated);

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

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property.

CASA MORELOS LP, an Illinois limited partnership

By: Casa Morelos Apartments Corp., an Illinois corporation, its general partner

By: 
 Name: GUADALUPE REYES
 Title: VICE PRESIDENT

UNOFFICIAL COPY

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

THE FOLLOWING LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PART OF BLOCK 18 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH $\frac{3}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID BLOCK 18, SAID POINT OF COMMENCEMENT BEING LOCATED ON THE EAST RIGHT OF WAY LINE SOUTH MORGAN STREET AND DISTANT 120.80 FEET SOUTH OF THE NORTHWEST CORNER OF SAID BLOCK 18; THENCE SOUTH 89 DEGREES 54 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 120.80 FEET OF SAID BLOCK 18, A DISTANCE OF 207.95 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 27 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 175.14 FEET TO A POINT IN THE EAST LINE OF SAID BLOCK 18, SAID POINT BEING LOCATED IN THE WEST RIGHT OF WAY LINE OF SOUTH SANGAMON STREET; THENCE SOUTH 00 DEGREES 05 MINUTES 40 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 169.30 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 152.00 FEET OF SAID BLOCK 18; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 153.82 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 06 SECONDS WEST A DISTANCE OF 74.30 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 08 SECONDS WEST A DISTANCE OF 21.50 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS EAST A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AGREEMENT MADE BY AND BETWEEN THE RESURRECTION PROJECT, AN ILLINOIS NOT FOR PROFIT CORPORATION AND CASA MORELOS LP, AN ILLINOIS LIMITED PARTNERSHIP DATED June 17 2008 AND RECORDED June 17, 2008 AS DOCUMENT NUMBER 0816918091 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER, UPON AND ACROSS THE EASEMENT AREA, AS DEFINED ON EXHIBIT C THEREIN.

ADDRESS: 2015 South Morgan Street, Chicago, Illinois 60608

PIN: Part of 17-20-433-005-0000 and 17-20-433-013-0000