#### RECORDER'S OFFICE

# UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-

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 PLEASE TYPE this form. Fold only along perforation for mailing.
 Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filling officer. Enclose filling fee.
 If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filling officer with a set of three copies of the financing statement. Long schedules of colleged indeptures at a many heaps agree that is appropriate for the Source Party. collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer fo	r filing pursuant to the Uniform C	Commercial Code.	For Filing Officer
Debtor(s) (Last Name First) and address(es) Davis Preservation Partners, L.P. 1201 N. Clark St. Suite 300 Chicago, IL 60610	Secured Party(ies) and address(U.S. Department of Urban Development 451 Seventh St., Washington, DC 20	f Housing and S.W. 140	Opte Time, Number, and Filing Office) 171236 9667/0107 28 001 Page 1 of 5 1999-12-16 17:02:39 Cook County Recorder 29,50
1. This financing statement or ers the following typ	pes (or items) of property:		
Collateral description on attachment			ASSIGNEE OF SECURED PARTY
2. (If collateral is crops) The above രണ്ഡർ crops are growing or are to be grown on: (Describe Real Estate)			09171236
3. (If applicable) [The above goods are to become in the content of the content o		XXXXXXXX [Discrete   Compact   Compa	KVANDIBASOCITIENDE (DIDIDITION DE CONTROL DE
	(		
and this financing statement is to be filed in the re The name of a record owner is	eal estate record. (If the debtor of	does not have an interest	of record)
	4	Restructi	ıring Mortgage
		Project N	No. 071-35364
4. X Products of Collateral are also covered.		0,	
4 Additional sheets presented.		By: (Signative of (Debty	rvation Partners, L.P.
X Filed with Recorder's Office of Cook	County, Illinois		(Secured Party)*

(1) FILING OFFICER - ALPHABETICAL

(L) ghoro 26N

STANDARD FORM- UNIFORM COMMERCIAL CODE- FORM UCC-2- REV. 4-73

\* Signature of Decitor Cequired in Most Cases: Signature of Secured any in Cases Covered by UCC §9-402 (2).

SOM CO

This form of financing statement is approved by the Secretary of State.

112-031097



## UNOFFICIAL COPY ATTACHMENT TO ILLINOIS UCC-2: DAVIS PRESERVATION PARTNERS, L.P. (DEBTOR)

#### ITEMS CONTINUED FROM FORM:

1. This financing statement covers the following property: THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

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Or Cook County Clark's Office. See Exhibit B attached hereto for description of collateral which

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#### **EXHIBIT A**

**Davis Apartments** 

Legal Description

LOTS 1 THROUGH 6 TOGETHER WITH ADJOINING 10 FOOT ALLEY, IN H.O. STONE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 20 ACRES OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1 THROUGH 6 AND 7 THROUGH 11 TOGETHER WITH ALL OF THE 20 FOOT ALLEY LYING EAST OF AND ADJOINING LOTS 7 THROUGH 15, ALL IN HURD AND DANA'S SUBDIVISION OF LOTS 7 TO 14 IN H.O. STONE'S SUBDIVISION OF THE SOUTH 5 ACRES OF THE NORTH 20 ACRES AND LOTS 1 TO 14 IN BLOCK "A" IN FREEMAN'S SUBDIVISION OF THE 10 ACRES SOUTH AND ADJOINING THE NORTH 20 ACRES OF THE WEST ½ OF THE SOUTHWEST ½ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1, 2, 6, 7 AND 8 (EXCEPT THE SOUTH 20 FEET OF LOT 2) TOGETHER WITH THE 20 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 AND 2 (EXCEPT THE SOUTH 20 FEET THEREOF) IN THE SUBDIVISION OF LOTS 1 TO 14 INCLUSIVE, IN BLOCK "B" IN FREEMAN'S ADDITION TO CHICAGO PEING THE 10 ACRES NEXT TO AND ADJOINING THE NORTH 20 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 1 THROUGH 5 IN THE SUBDIVISION OF LOTS 9 AND 10 IN THE SUBDIVISION OF LOTS 1 TO 14, INCLUSIVE, IN BLOCK "B" IN FREEMAN'S AJDITION TO CHICAGO, AFORESAID.

LOTS 1 AND 2 IN BLOCK 1 IN E. SMITH'S SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTH ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK. COUNTY, ILLINOIS.

ALL THAT PART OF EAST 36<sup>TH</sup> PLACE LYING WEST OF AND ADJOINING THE WEST LINE OF SOUTH INDIANA AVENUE, EXTENDED, AND LYING EAST OF AND ADJOINING THE EAST LINE OF SOUTH MICHIGAN AVENUE, EXTENDED.

Property Address:

3617, 3621 and 3633 South Michigan Avenue, Chicago, IL

127 East 36th Street, Chicago, IL

3615, 3632 and 3642 South Indiana, Chicago, IL

#### Permanent Index Numbers:

17-34-305-004 17-34-305-005 17-34-305-006 17-34-305-007 17-34-305-008	17-34-305-009 17-34-305-010 17-34-308-001 17-34-308-014 17-34-308-015	17-34-308-016 17-34-308-017 17-34-308-018 17-34-308-019 17-34-308-020	17-34-308-021 17-34-308-022 17-34-308-023
17-34-305-008	17-34-308-015	17-34-308-020	

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### EXHIBIT B ATTACHED TO UCC FINANCING STATEMENT

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 construction, financing, repair, ownership, management, and operation of a certain multifamily housing rental apartment project known as "Davis Apartments" (the "Project"), FHA Project No. 071-35364, located in the city of Chicago, Cook County, Illinois and owned by Davis Preservation Partners, L.P., an Illinois limited partnership ("the Debtor"):

- A. All income, rents, profits, receipts and charges from the Project.
- 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.
- C. All ir surance and condemnation proceeds and awards; and all inventories.
- D. All materia's now owned or hereafter acquired by the Debtor and intended for the construction, r con truction, and alteration and repair of any building, structure or improvement now or bereafter erected or placed on the property described in Exhibit "A" attached hereto (the "reperty"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
- All of the walks, fences, shrubery, driveways, fixtures, machinery apparatus, equipment, E. 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 pumys, tarks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switch of aids; all telephone equipment; all piping, tubing, pluming equipment and fixtures, ail heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communication equipment, systems and apparatus; all water coolers and water reaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equirment; 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, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture 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; 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.
- F. All of the Debtor's rights, options, powers and privileges in and to 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 all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like contracts for construction, development, repair, operation,

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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.

- G. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash, rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
- H. 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 or others acting on its behalf.
- All inventory, including raw materials, components and work-in-progress.
- Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.
- Any and all of the above arising or acquired by the Debtor or in which the Debtor may K. have a legal or beneficial interest on the date hereof and at any item in the future.
- ations w. L. Any and all of the at ove which may become fixtures by virtue of attachment to Property.

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