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1016929085

Cook County,

Illinois

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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/18/2010 03:53 PM Pg: 1 of 7

5

UCC FINANCING STATEMENT

211789

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
John C. Talbott 703-893-6361

B. SEND ACKNOWLEDGMENT TO (Name and Address)

**TALBOTT AND ASSOCIATES
6819 ELM STREET, SUITE 3
MCLEAN, VIRGINIA 22101**

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
GRANT VILLAGE

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
**4151 DREXEL BOULEVARD
CHICAGO
IL 60653
USA**

1d. TAX ID # SSN OR EIN
36-3517423

1e. ADDL INFO RE ORGANIZATION DEBTOR
not-for-profit corp

1f. TYPE OF ORGANIZATION
not-for-profit corp

1g. JURISDICTION OF ORGANIZATION
ILLINOIS

1h. ORGANIZATIONAL ID #, if any
5464-717-4 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

2c. MAILING ADDRESS

2d. TAX ID # SSN OR EIN

2e. ADDL INFO RE ORGANIZATION DEBTOR

2f. TYPE OF ORGANIZATION

2g. JURISDICTION OF ORGANIZATION

2h. 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
OPPENHEIMER MULTIFAMILY HOUSING & HEALTHCARE FINANCE, INC.

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
**112 SOUTH DAVID LANE
KNOXVILLE
TN 37922
USA**

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS "A", "B-I" AND "B-II" ATTACHED HERETO AND MADE A PART HEREOF.

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

6. THIS FINANCING STATEMENT is to be filed for record; for recording on the REAL ESTATE RECORDS Attach Affidavit (1) applicable (ADDITIONAL FEE) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
OPPENHEIMER - GRANT VILLAGE - FIA# 071-11200

Box 430

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (11a or 11b) ON RELATED FINANCING STATEMENT

11a ORGANIZATION'S NAME GRANT VILLAGE			
OR	11b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME/SUFFIX

10 MISCELLANEOUS

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME (used 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		11d CITY	STATE	POSTAL CODE	COUNTRY
11e TAX ID #	11f SSN OR EIN	11g ADDL INFO RE: ORGANIZATION DEBTOR	11h TYPE OF ORGANIZATION	11i JURISDICTION OF ORGANIZATION	11j ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME (use 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 77 WEST JACKSON BLVD.		12d CITY CHICAGO	STATE IL	POSTAL CODE 60604	COUNTRY USA

13. This FINANCING STATEMENT covers tangible to be cut off intangible
 collateral, or is filed as a fixture filing
 14. Description of real estate

SEE EXHIBIT "A" ATTACHED

15. Additional collateral description

16. Name and address of a COMPLETER or assignee (if not real estate of debtor does not have a completion address)

17. Check only one box and check only one box	
Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust	or <input type="checkbox"/> Debtor's Estate
18. Check only one box and check only one box	
<input type="checkbox"/> Debtor is a TRANSMITTING UTILITY	
<input type="checkbox"/> Debtor is a seller with a Manufacture/Home Transaction - effective 30 years	
<input type="checkbox"/> Debtor is connected with a Public Finance Transaction - effective 30 years	

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EXHIBIT "A" LEGAL DESCRIPTION

***PARCEL 1:

THE SOUTH 6 FEET OF LOT 15 AND THE WEST 200 FEET OF LOT "A" IN FREDERICK B, CLARK'S SUBDIVISION OF LOTS 4 TO 13 INCLUSIVE AND THE SOUTH HALF OF LOT 3 IN BLOCK 2 IN BAYARD AND PALMER ADDITION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 10 FEET OF LOT 31 AND LOTS 32, 33, 34, 35 AND 36 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCKS 3 AND 4 AND LOTS 1 AND 2 IN BARRY'S SUBDIVISION OF LOTS 28, 29 AND 30 AND THE SOUTH 15 FEET OF LOT 31, ALL IN BLOCK 3 IN THE RESUBDIVISION OF REFORM SCHOOL PROPERTY, BEING THE SOUTH 25 ACRES OF THE NORTHWEST FRACTIONAL HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PIN: 20-02-113-018; 20-02-120-001; 20-02-120-002; 20-02-120-005; 20-02-120-029

COMMON ADDRESSES: Grant Village Apartments
4151 Drexel Boulevard
Chicago, IL 60653

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EXHIBIT "B-I"

All of the goods, equipment, furnishings, furniture, fixtures, chattels, inventory, general intangibles and articles of personal property, equipment and apparatus, all other equipment, goods and personal property as are commonly used in the full furnishing of and equipping of an apartment project, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-condition and sprinkler systems, awnings, screens, window shades, furniture, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts, receivables, rents and contract rights and builders' warranties covering or relating to any or all thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with, the operation of FHA Project No. 071-11200 located in Chicago, Illinois.

Cook County Clerk's Office

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EXHIBIT "B-II"

COLLATERAL

All of the following, which may be located on certain land located in Chicago, Illinois as legally described in Exhibit A attached hereto and made a part hereof (the "Premises"), or which may otherwise relate to, or be used or usable in connection with, the acquisition, construction, equipping, repair, ownership or operation of a certain apartment project on the Premises, which project is to be known as Liberty Commons, FHA Project No. 071-11200 (such project, or so much thereof as may actually be constructed, being referred to herein as the "Project"), in which Debtor has an interest now or hereafter existing or acquired (all of the following is herein referred to collectively as the "Property"):

1. All materials now owned or hereafter acquired by Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the Premises, all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Premises.
2. All 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 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 blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwasher, 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 Premises; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Premise in any manner; all except for any right, title or interest therein owned by any tenant of any apartment unit in the Project.

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3. All of 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 Premises, the Project or any of the other 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 Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give property 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 Secured Party, of the Obligations.
4. All of Debtor's right, title and interest in 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.
5. The interest of Debtor in 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 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.
6. All of Debtor's rights, options, powers and privileges in and to (but not Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to construction and management of the Premises or the Project and all of Debtor's right, title and interest in and to (but not Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or other property described herein, and all sewer taps and allocations agreements for utilities, bonds and the like, all relating to the Property.

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7. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes in connection with the insured loan; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
8. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.
9. All incomes, rents, profits, receipts and charges derived from the Premises described in Exhibit A.
10. All accounts including but not limited to the following accounts: Reserve for Replacement; Surplus Cash for Residual Receipts; Mortgage Insurance Premiums, Special Funds; ground rents, taxes, water rents, assessments, fire and other hazard insurance premiums; accounts receivable; operating revenue; initial operating escrow; construction fund; escrow for delayed completion; escrow for latent defects; depreciation reserve; sinking fund.
11. Proceeds, products, returns, additions, accessions and substitutions of any to any or all of the above.
12. Any of the above arising or acquired by Debtor or to which Debtor may have a legal or beneficial interest on the date hereof and at any time in the future.
13. Any of the above which may become fixtures by virtue of attachment to the Premises.