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Doc#: 1115210042 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2011 12:58 PM Pg: 1 of 3

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] HOLLY KAVIS (312) 428-4115
B. SEND ACKNOWLEDGMENT TO: (Name and Address) KATIE LUDWIG ASSISTANT COMMISSIONER CHICAGO DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT 121 NORTH LASALLE STREET ROOM 1000 CHICAGO, ILLINOIS 60602

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 POAH NSP CHICAGO, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 77 WEST WASHINGTON STREET, SUITE 1001			CITY CHICAGO	STATE IL	POSTAL CODE 60602	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 03215407 <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	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 CITY OF CHICAGO						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 121 NORTH LASALLE STREET			CITY CHICAGO	STATE IL	POSTAL CODE 60602	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

ATTACHED HERETO AND MADE PART OF IS EXHIBIT A WHICH GIVES THE LEGAL DESCRIPTION AS TO WHERE THE COLLATERAL DESCRIBED IN EXHIBIT B SITS.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	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) (OPTIONAL FEE)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 6456-58 S. MARYLAND AVENUE, CHICAGO ILLINOIS						

CTIC A199669 ES2

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008494793 F1
STREET ADDRESS: 6456-58 S. MARYLAND AVENUE
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 20-23-102-023-0000

LEGAL DESCRIPTION:

THE SOUTH 45 FEET OF LOT 18 IN BLOCK 6 IN MCCHESENEY'S SUBDIVISION OF THE WEST 333.5 FEET OF THE SOUTH 1/2 OF THE WEST 20 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

(1) Any fixtures or attachments now or hereafter owned by Debtor and located in or on, forming part of, attached to, used or intended to be used in connection with or incorporated in the real property located at 6456 S. Maryland all in Chicago, Illinois (the "Real Property"), including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing (the "Improvements");

(2) any interests, estates or other claims of every name, kind or nature, both at law and in equity, which Debtor now has or may acquire in the Real Property, the Improvements, the Equipment (as hereinafter defined) or any of the property described in clauses (3), (5), (6), (7) or (8) hereof;

(3) all of Debtor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter entered into, affecting the Real Property, the Improvements, the Equipment or any part thereof, and all income, rents, issues, proceeds and profits accruing therefrom (provided that the assignment hereby made shall not diminish or impair the obligations of Debtor under the provisions of such leases, subleases or agreements, nor shall such obligations be imposed on Secured Party);

(4) all right, title and interest of Debtor in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Real Property or the Improvements, together with all furniture, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in, upon or affixed to the Real Property or the Improvements, or used or useful in connection with any present or future operation of the Real Property or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");

(5) all of the estate, interest, right, title or other claim or demand which Debtor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Real Property, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Real Property, the Improvements or the Equipment;

(6) 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, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guarantees, relating to the Real Property, the Equipment or the Improvements or as otherwise required under the Loan Documents (as defined in that certain Redevelopment Agreement dated as of **November 9, 2009**, between Debtor and Secured Party);

(7) all other property rights of Debtor of any kind or character related to all or any portion of the Real Property, the Improvements or the Equipment; and

(8) the proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.