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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/29/2011 11:17 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

6 of 15

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nicholas A. Pirulli, Esq.
Krooth & Altman LLP
1850 M Street, NW, Suite 400
Washington, DC 20036

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
PARKWAY GARDENS PRESERVATION, L.P.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
c/o Related Companies, 60 Columbus Circle, 19th Floor
New York

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any

limited partnership | Delaware | 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 | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

NONE | 4932039 | 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
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
401 North Michigan Avenue, Suite 700
Chicago

STATE | POSTAL CODE | COUNTRY
IL | 60611 | USA

4. This FINANCING STATEMENT covers the following collateral:

STG File NO. 10031613

See Schedule "A" attached hereto and made a part hereof for a description of collateral.

Stewart Title NTS - Chicago
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
PH: 312-849-4400
File No: 10031613

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 (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

File with the Cook County, Illinois Recorder's Office

Parkway Gardens

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
PARKWAY GARDENS PRESERVATION, L.P.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 COUNTRY
			USA
11d. TAX ID #: SSN OR EIN	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			
FANNIE MAE			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
c/o Oak Grove Commerical Mortgage, LLC, 2117 Youngman Avenue, Suite 300		St. Paul	MN 55116 USA

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

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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**SCHEDULE A****DEBTOR: PARKWAY GARDENS PRESERVATION, L.P.****ASSIGNOR SECURED PARTY: ILLINOIS HOUSING DEVELOPMENT AUTHORITY****TOTAL ASSIGNEE: FANNIE MAE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

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");

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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 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;

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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 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.
16. **Fund and Accounts.** This Financing Statement covers all of the Debtor's right, title and interest in and to the following:
- (i) all those certain funds and accounts (the "Funds and Accounts") maintained with The Bank of New York Mellon Trust Company, N.A., as trustee (the "Bond Trustee"), or its successors and assigns, pursuant to the Series 2009D Supplemental Indenture dated as of July 1, 2011 between the Illinois Housing Development Authority (the "Issuer") and the Bond Trustee and the Trust Indenture dated as of December 1, 2009 between the Issuer and the Bond Trustee. (collectively, the "Indenture"), together with all moneys from time to time deposited in the Funds and Accounts and all certificates and instruments, if any, from time to time representing, evidencing or otherwise relating to any of the Funds and Accounts, all as described in the Indenture;
 - (ii) all investments from time to time held by or in the Funds and Accounts and all certificates and instruments, if any, from time to time representing or evidencing such investments;
 - (iii) all present and future securities, investment securities, notes, certificates of deposit, treasury obligations, negotiable instruments, general intangibles, cash, bank deposit accounts, checks and other instruments from time to time hereafter resulting from the investment and/or reinvestment of moneys in the Funds and Accounts pursuant to the Indenture; and

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(iv) all cash and non-cash proceeds and products of any of the foregoing, including, without limitation, interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of the other collateral.

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN L.C. PAINE FREER SUBDIVISION (AS RECEIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 27, 1869 AS DOCUMENT NUMBER 13391, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID LOT 1 IN L.C. PAINE FREER SUBDIVISION AFORESAID THE NORTH 200 FEET THEREOF AND ALSO EXCEPTING THE WEST 120 FEET RUNNING 150 FEET SOUTH OF THE SOUTH LINE OF THE PREMISES HEREINABOVE EXCEPTED) AND ALSO EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, A DISTANCE OF 200 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 249.0 FEET TO A POINT; THENCE WEST IN A STRAIGHT LINE AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 90.0 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE AND MAKING AN ANGLE OF 135 DEGREES 00 MINUTES (AS MEASURED FROM EAST TO SOUTH TO SOUTHWEST) WITH THE LAST DESCRIBED LINE A DISTANCE OF 89.0 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE AND MAKING AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE A DISTANCE OF 118.0 FEET; THENCE WEST IN A STRAIGHT LINE AND MAKING AN ANGLE OF 135 DEGREES 00 MINUTES (AS MEASURED FROM THE SOUTHEAST TO SOUTH TO WEST) WITH THE LAST DESCRIBED LINE A DISTANCE OF 55.71 FEET; THENCE NORTH IN A STRAIGHT LINE AND MAKING AN ANGLE OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE A DISTANCE OF 78.49 FEET TO A POINT IN A LINE WHICH IS 350.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ON SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 38.0 FEET TO A POINT IN A LINE WHICH IS 120 FEET EAST OF AND PARALLEL TO THE SAID WEST LINE OF SAID LOT 1; THENCE NORTH ON SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 150.0 FEET TO A POINT IN A LINE WHICH IS 200 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1; THENCE EAST ON SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 254.74 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 30 FEET OF SOUTH CALUMET AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 AND 2 LYING SOUTH OF AND ADJOINING A LINE 350 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 PRODUCED WEST 30 FEET AND LYING NORTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 2 PRODUCED WEST 30 FEET IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

LOT 3 IN L.C. PAINE FREER SUBDIVISION (AS RECEIVER) OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 27, 1869 AS DOCUMENT NUMBER 13391, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE EAST 30 FEET OF SOUTH CALUMET AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 3 LYING SOUTH OF THE NORTH LINE OF LOT 3 PRODUCED WEST 30 FEET ALL IN L.C. PAINE FREER SUBDIVISION (AS RECEIVER) IN COOK COUNTY, ILLINOIS (EXCEPTING THE FOLLOWING DESCRIBED PREMISES: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3 AND BEING 50.57 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF SOUTH CALUMET AVENUE AND THE SOUTH LINE EXTENDED OF SAID LOT 3; THENCE WESTERLY ALONG THE SOUTH AND SOUTH LINE EXTENDED OF SAID LOT 3 A DISTANCE OF 47.57 FEET TO A POINT; THENCE NORTH PARALLEL WITH AND 3 FEET EAST OF THE CENTER LINE OF SOUTH CALUMET AVENUE A DISTANCE OF 64.82 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS (EXCEPTING THE EAST 30 FEET OF ABOVE TRACT DEDICATED FOR WIDENING KING DRIVE).

Permanent Index Numbers:

20-22-108-011
20-22-108-023

Common Addresses:

6415 S. Calumet Avenue
6338-6546 S. Martin Luther King Jr. Drive,
All in Chicago, Illinois