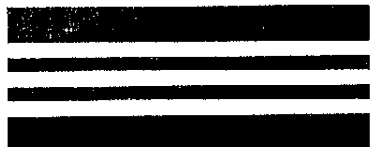


UNOFFICIAL COPY



Cook County,
Illinois

Doc#: 1123618060 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/24/2011 04:23 PM Pg: 1 of 8

UCC FINANCING STATEMENT

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 RICHTON SQUARE APARTMENTS LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 300 S WACKER DR #200		CITY CHICAGO	STATE IL	POSTAL CODE 60606	COUNTRY USA
1d. TAX ID #: SSN OR EIN 20-2494867	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any 01446312	<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				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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	<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 OPPENHEIMER MULTIFAMILY HOUSING & HEALTHCARE FINANCE, INC.					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 1180 WELSH ROAD #210		CITY NORTH WALES	STATE PA	POSTAL CODE 19454	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

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

4

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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	

RICHTON SQUARE APTS - FHA# 071-11240

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FIRST AMERICAN

File # NCS480357 **AKALAS**
3 of 3

UNOFFICIAL COPY

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 RICHTON SQUARE APARTMENTS LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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
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 SECRETARY OF HOUSING AND URBAN DEVELOPMENT					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS 77 WEST JACKSON BLVD.		CITY CHICAGO	STATE IL	POSTAL CODE 60604	COUNTRY 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

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***EXHIBIT "A"/ SCHEDULE "A"***

PARCEL 1:

THE SOUTH 750 FEET (EXCEPT THE EAST 405.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST OF THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND NORTH OF A LINE WHICH IS 976.50 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS: A STRIP OF LAND 20 FEET WIDE LYING ON THE EAST SIDE OF AND ADJOINING THE PRESENT 200 FOOT RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID PRESENT RIGHT-OF-WAY 235 FEET SOUTHERLY FROM THE POINT WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE NORTH LINE OF SAID SECTION 35 AND RUNNING THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 889 FEET; THENCE EAST ON A LINE PARALLEL TO SAID NORTH SECTION LINE TO A POINT THAT IS 20 FEET PERPENDICULARLY DISTANT, EASTERLY FROM SAID RIGHT-OF-WAY LINE; THENCE NORTHERLY PARALLEL TO THE SAID RIGHT-OF-WAY LINE 881 FEET TO A POINT OPPOSITE TO THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES 20 FEET TO A POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD AND NORTH OF A LINE WHICH IS 976.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID TRACT THAT PART THEREOF DESCRIBED AS FOLLOWS: A STRIP OF LAND 20 FEET WIDE, LYING ON THE EAST SIDE OF AND ADJOINING THE PRESENT 200 FOOT RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID PRESENT RIGHT-OF-WAY, 235 FEET SOUTHERLY FROM THE POINT WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE NORTH LINE OF SAID SECTION 35 AND RUNNING THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 889 FEET; THENCE EAST ON A LINE PARALLEL TO SAID NORTH SECTION LINE TO A POINT THAT IS 20 FEET PERPENDICULARLY DISTANT, EASTERLY FROM SAID RIGHT-OF-WAY LINE; THENCE NORTHERLY PARALLEL TO THE SAID RIGHT-OF-WAY LINE 881 FEET TO A POINT OPPOSITE TO THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES 20 FEET TO A POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE SOUTH 750 FEET THEREOF) ALSO (EXCEPTING THEREFROM THAT PART OF THE SAUK TRAIL RIGHT-OF-WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST 1/4 WITH THE WEST LINE OF THE 4 RODS WIDE PUBLIC HIGHWAY (PRESENT RICHTON SQUARE) AS LAID OUT BY TOWNSHIP COMMISSIONERS ON OCTOBER 15, 1858, SAID WEST LINE BEING THE WEST LINE OF THE EAST 2 RODS OF THE WEST 20 CHAINS OF SAID NORTHWEST 1/4; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 45 FEET OF SAID NORTHWEST 1/4; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 TO A POINT 209 FEET WEST OF AND 45 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID NORTHWEST 1/4 (AS MEASURED ON SAID NORTH LINE AND AT RIGHT ANGLES THERETO); THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHWEST 1/4 5 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE 200 FOOT ILLINOIS CENTRAL RAILROAD; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE EAST ON SAID NORTH LINE TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Exhibit "A" / Schedule "A" (continued)

PARCEL 3:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCELS 1 AND 2 FOR INGRESS AND EGRESS, THE USE OF POOLS AND OTHER RECREATION FACILITIES, DATED JANUARY 23, 1974 AND RECORDED MARCH 14, 1974 AS DOCUMENT 2743016, ALL IN, OVER, AND ALONG, THE LAND DESCRIBED ON EXHIBIT C-1 ATTACHED TO AND FORMING A PART OF SAID DECLARATION OF EASEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PPN: 31-35-100-002-0000
31-35-100-036-0000
31-35-100-037-0000

COMMON ADDRESSES: 22300 Richton Square Road, Richton Park, Illinois

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B-1"

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. 071-11240 located in Richton Park, Illinois.

DePue Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "B-II"

COLLATERAL

All of the following, which may be located on certain land located in Richton Park, 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 Richton Square Apartments, FHA Project No. 071-11240 (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.

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

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.