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Doc#: 1132218054 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2011 02:38 PM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sameer Upadhy, Esq.
Krooth & Altman LLP
1850 M Street, N.W., Suite 400
Washington, DC 20036
Tel: 202-293-8200

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
RENAISSANCE PRESERVATION ASSOCIATES LIMITED PARTNERSHIP

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
c/o Preservation of Affordable Housing, Inc.
77 West Washington Street, Suite 1001
Chicago IL 60602 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited partnership 1f. JURISDICTION OF ORGANIZATION Illinois 1g. ORGANIZATIONAL ID #, if any 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 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
FEDERAL HOME LOAN MORTGAGE CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
8200 Jones Branch Drive
McLean VA 22102 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "B" attached hereto and made a part hereof for a description of collateral.

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 [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
File with the Illinois Secretary of State **COOK CO.** Renaissance Apartments; Freddie Mac Loan Nos. 942561945708269761, 708269753, 708269745, 708269737

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	RENAISSANCE PRESERVATION ASSOCIATES		
OR	LIMITED PARTNERSHIP		
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. <u>SEE INSTRUCTIONS</u>	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				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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 and made a part hereof for a description of real property.

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

16. Additional collateral description:

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 Estate18. 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

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EXHIBIT A LEGAL DESCRIPTION

The land referred to in this policy is described as follows:

***PARCEL 1:

LOTS 21 AND 22 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) OF CHARLES BUSBY'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 130 FEET OF LOT 47 (EXCEPT THE SOUTH 2.31 FEET THEREOF) AND THE WEST 130 FEET OF LOTS 48, 49 AND 50 IN BLOCK 9 IN LLOYD'S RESUBDIVISION OF BLOCKS 8, 9 AND THE WEST HALF OF BLOCK 10 IN CHARLES BUSBY'S SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 2 1/2 ACRES) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 45.72 FEET OF LOT 13, AND THE WEST 45.72 FEET OF THE SOUTH HALF OF LOT 14, IN BLOCK 2 IN BUSBY'S SUBDIVISION OF THE SOUTH HALF (EXCEPT 2 1/2 ACRES) OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 11 IN BUSBY'S SUBDIVISION OF THE SOUTH HALF (EXCEPT 2 1/2 ACRES) OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Continued...

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EXHIBIT A

Legal Description (continued, Page 2 of 2)

PARCEL 5:

LOTS 4 AND 5 IN BLOCK 3 IN THE SUBDIVISION OF BLOCKS 3 AND 5 OF O.R. KEITH'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 4 AND 5 IN THE SUBDIVISION OF FRANK L. LINDEN AND OTHERS OF LOTS 13, 14, AND 15 OF THE SOUTH HALF OF LOT 16 IN BLOCK 1 IN O. R. KEITH'S SUBDIVISION OF BLOCKS 1 AND 2 IN KEITH'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF LOTS 13 AND 14 IN BLOCK 1 OF O. R. KEITH'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: THE WEST HALF OF THE SOUTH 100 FEET OF THAT CERTAIN STRIP OF LAND DEDICATED AND MARKED AS "PRIVATE ALLEY" ON MAP OR PLAT OF LINDEN & CURRAN'S SUBDIVISION OF LOTS 13, 14, 15, AND THE SOUTH HALF OF LOT 16 OF SAID BLOCK 1 AS BY REFERENCE TO THE PLAT OF SAID LINDEN & CURRAN'S SUBDIVISION, RECORDED IN BOOK 68 OF PLATS, PAGE 241, IN COOK COUNTY, ILLINOIS.***

PZNS: 20-14-310-002
 20-14-315-001
 20-14-311-014
 20-14-317-016
 20-14-407-017
 20-14-409-011

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FINANCING STATEMENT

EXHIBIT B

(Revised 2-1-2011)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) all property owned by Debtor which is so attached to the real property described in Exhibit A and/or the improvements on such real property (collectively, "Property") 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 disposers, 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 (collectively, "Fixtures").
- (2) all:
 - (i) accounts (including deposit accounts) of Debtor related to the Property;
 - (ii) equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form), and computer equipment (hardware and software);
 - (iii) other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures);
 - (iv) operating agreements relating to the Property;
 - (v) surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property;
 - (vi) other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Property, including all

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governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority; and

- (vii) any rights of Debtor in or under letters of credit (collectively, "Personalty").
- (3) 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 Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) all proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement;
- (5) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) all contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (7) all rents (whether from residential or non-residential space), revenues and other income of the Property, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due, or to become due ("Rents");
- (8) 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 Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals ("Leases");
- (9) all earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan ("Loan") to which this financing statement relates;

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- (10) all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property (collectively, "Imposition Deposits");
- (11) all refunds or rebates of Imposition Deposits by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is dated);
- (12) all ten (10) security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits;
- (13) all names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Security Instrument (defined below));
- (14) all interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "Cap Agreements") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Second Multifamily Mortgage, Assignment of Rents and Security Agreement in favor of Secured Party and encumbering the real property described in Exhibit A ("Security Instrument") or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with:
 - (i) any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("Cap Provider");
 - (ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;
 - (iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;
 - (iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and
 - (v) all cash and non-cash proceeds and products of any of the foregoing.
- (15) all funds and accounts (the "Indenture Funds and Accounts") maintained THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association

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organized and existing under the laws of the United States of America (the "Trustee"), as trustee, or its successors and assigns, pursuant to the Trust Indenture (the "Indenture"), dated as of November 1, 2011, between the Trustee and ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate organized and existing under the Illinois Housing Development Act, as amended (the "Issuer"), together with all moneys from time to time deposited in the Indenture Funds and Accounts and all certificates and instruments, if any, from time to time representing, evidencing or otherwise relating to any of the Indenture Funds and Accounts, all as described in the Indenture; all investments from time to time held by or in the Indenture Funds and Accounts and all certificates and instruments, if any, from time to time representing or evidencing such investments; 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 Indenture Funds and Accounts pursuant to the Indenture; and 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;

- (16) all bonds which are held under and pursuant to that certain Pledge, Security and Custody Agreement, dated as of November 1, 2011 between the Debtor and the Trustee, not in its individual capacity, but solely in its capacity as collateral agent for the Secured Party; all interest and other amounts payable on, and all rights with respect to, such bonds (including without limitation, all payments of principal and interest thereon); and all proceeds of any of the foregoing; and
- (17) any funds, amounts, proceeds, or credits derived from the foreclosure of the Property by a holder of a mortgage encumbering the Property which exceeds the amount required to satisfy the obligations secured by any first lien mortgage.
- (18) 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;
- (19) all other assets of Debtor, whether now owned or hereafter acquired; and
- (20) all housing assistance payments payable with respect to the Property by the United States Department of Housing and Urban Development or applicable public housing agency.