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### **UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A, NAME & PHONE OF CONTACT AT FILER [optional] B, SEND ACKNOWLEDGMENT TO: (Name and Address) HARRISON C. SMITH, ESQ. **KROOTH & ALTMAN LLP** 1850 M STREET, NW, SUITE 400 WASHINGTON, DC 20036 (202)-292-82°J | FAX: (202)-P72-0145



Doc#: 1317619059 Fee: \$74.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 06/25/2013 12:06 PM Pg: 1 of 10

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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1. DEBTOR'S EXACTFU	ILLLEGAT JAME	-insert only <u>one</u> debtorname (12 or 1b) -	do not abbreviate or combine names			
1ª ORGANIZATIONS N	AME	<b>6</b> .				
OR THE INDIVIDUAL SLASTE		<b>X</b> ,				
OR 16, INDIVIDUAL'S LASTA	IAME		FIRST NAME	MIDOLE	NAME	SUFFIX
•				-		
1c. MAILING ADDRESS		Ux	CITY	STATE	POSTAL CODE	COUNTRY
C/O PANGEA REAL I	STATE , 640 N.	LASALLE, SUIT 2 853	CHICAGO	IL	60654	USA
1d. SEE INSTRUCTIONS		1a, TYPE OF ORGANIZATION	11, JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID#, if any	
	ORGANIZATION DEBTOR	LIMITED LIABILITY C JMP INY	ILLINOIS	0437	1593	NONE
2. ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only g to de	stor name (2a or 2b) - do not abbreviate or co	mbine names		
2a. ORGANIZATION'S N	AME		F			
OR 26. INDIVIDUAL'S LAST	NAME		FIRE NAME	MIDOLE	NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
	ŧ					
2d. SEE INSTRUCTIONS	ADD'L INFO RE	2e. TYPE OF ORGANIZATION	27, JURISDICTION OF CREANTATION	2g. ORG	ANIZATIONAL ID#, if any	i
	DEBTOR	1				NONE
3. SECURED PARTY'S	NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/P)	-insert only one secured party name (3/ or 3b)			
3a, ORGANIZATION'S N						
WELLS FARO	O BANK, N	ATIONAL ASSOCIAT	ION	0.		
36. INDIVIDUAL'S LAST	NAME		FIRSTNAME	MITOLE	NAME	SUFFIX
					`	
3c. MAILING ADDRESS		<del></del>	CITY	STATE	POSTAL CODE	COUNTRY
2010 CORPORAT	TE RIDGE, S	UITE 1000	MCLEAN	VA	22102	USA
4. This FINANCING STATEM	ENT covers the follow	wing collateral:			Ur	

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
<ol> <li>This FINANCING STATEMENT is to be filed (for record) (or recorded) in ESTATE RECORDS. Attach Addendum</li> </ol>	the REAL 7 Check to REQUEST SEARCH REP	ORT(S) on Debtor(s)	III Debtors Debtor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA			
FILED WITH COOK COUNTY, ILLINOIS			

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## **UNOFFICIAL COPY**

	STATEMENT ADDENDUM						
	R (1a or 1b) ON RELATED FINANCING STA	TEMENT					
9s. ORGANIZATION'S NAME							
OR PP SS, LLC		MIDDLE NAME, SUFFIX	1				
96, INDIVIDUAL'S LAST NAM	FIRST NAME	MIDDLE NAME, SUFFIX					
10. MISCELLANEOUS:			1				
			<del> </del>		IS FOR FILING OFFIC	E USE ONL	Y
	S EXACT FULL   SAL NAME - insert only one h	iame (11a or 11b) - do not abbrei	sate or combine name	8			
11a. ORGANIZATION'S NAM							
OR 116. INDIVIDUAL'S LAST NA	ME	FIRST NAME		MIDDLE	NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	<del></del>	STATE	POSTAL CODE	COUNTR	~
I IC. MAILING ADDRESS						332,11,11	
11d. SEEINSTRUCTIONS A	DD'LINFO RE 11e, TYPE OF ORGANIZATION	THE JURISDICTION OF ORGA	NIZATION	11a CR	<u> </u> 3ANIZATIONAL (D #, if an	ıv	
ĮC	IRGANIZATION '	THE BEINDEN OF OROT		11.9.000		·	I
	DEBTOR			1			NON
12. ADDITIONAL SECUI		NAME in any one name	(12a or 12b)		<del></del>		
12a. ORGANIZATION'S NAM							
	F HOUSING AND URBAN DEVI						
12b, INDIVIDUAL'S LAST NA	ME	FIRSTNAME		MIDDLE	NAME	SUFFIX	
		`(					
12c. MARING ADDRESS	1	CITY		STATE	POSTAL CODE	COUNTR	
77 W. JACKSON BO	ULEVARD	CHICAGO	(	IL	60604-3507	USA	
13. This FINANCING STATEMEN	T covers timber to be cut or as-extracted	16. Additional collateral descri	ription:				
colleteral, or is filed as a 🗸	fixture filing.		· (V)	6.			
14. Description of real estate:				<b>Z</b> .			
	ATTACHED HERETO AND REOF FOR A DESCRIPTION TY.		•	Ś	Oge		
"PANGEA SOUTH FHA PROJECT NO	SHORE PORTFOLIO" . 071-11311				Co	)	
		17. Check only if applicable a	ind check only one bo	Y.			
		Debtor is a Trust or	•		vovantu hald in touciF	Decedent's	Feinl
					noperty nero in trust of	Decedents	=213 l
		18. Check only if applicable a	_	ı,			
		Debtor is a TRANSMITTIN					
		Filed in connection with a	Manufactured-Home	Transactio	n — effective 30 years		

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## **UNOFFICIAL COPY**

### EXHIBIT A LEGAL DESCRIPTION

#### PARCEL 1:

LOT 9 IN HIGH RIDGE, BEING A SUBDIVISION OF LOTS 41 TO 52 IN FOURTH DIVISION OF SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN:

21-30-116-015

ADDRESS:

7419 S. PHILLIPS AVE.

PARCEL 2:

LOTS 18, 19 AND 20 IN BLOCK 4 IN SOUTH SHORE PARK SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MER!DIAN, IN COOK COUNTY, ILLINOIS

PIN:

21-30-300-015

ADDRESS:

7549-59 S. YATES AVE.

CHICAGO, ILLINOIS

#### PARCEL 3:

LOT 1 (EXCEPT THAT PART TAKEN FOR 71ST STREE I) AND THE NORTH 19 1/2 FEET OF LOT 2 IN BLOCK 2 IN COLUMBIA ADDITION TO SOUTH SHORE, A SUBDIVISION OF THE WEST 1/2 OF BLOCKS 1, 4 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN:

20-25-202-010

ADDRESS:

7102 S. LUELLA AVE.

CHICAGO, ILLINOIS

#### PARCEL 4:

LOTS 1 AND 2 AND LOT 3 (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 1 IN LEWIS SUBDIVISION OF THE NORTH 1/2 OF BLOCK 8 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-25-228-012

ADDRESS:

7400 S. YATES AVE.

CHICAGO, ILLINOIS

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### **UNOFFICIAL COPY**

### PARCEL 5:

LOTS 21 AND 22 IN FIRST ADDITION TO BRYN MAWR HIGHLAND, A SUBDIVISION IN THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-24-417-001

ADDRESS:

6901 S. MERRILL AVE.

CHICAGO, ILLINOIS

### PARCEL 6:

LOTS 9 THROUGH 12 IN SUBDIVISION OF BLOCK 2 IN CONRAD SEIPP'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-25-101-021

ADDRESS:

7120 S. EAST END

CHICAGO, ILLINOIS

#### PARCEL 7:

LOT SIX IN GURNEY'S SUBDIVISION OF LOT SIX, (EXCEPT THE EAST 33 FEET THEREOF TAKEN FOR STREET) LOT 7 (EXCEPT THE SOUTH 72 FEET OF THE WEST 87.5 FEET) AND THE SOUTH 1/2 IN THE EAST 1/2 OF LOT & EXCEPT THE WEST 25 FEET THEREOF TAKEN FOR STREET AND EXCEPT THE SOUTH 72 FEET THEREOF) IN BLOCK 6 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 21, 1927, AS DOCUMENT NO.981 6558 IN COOK COUNTY, ILLINOIS

#### **ALSO**

THE NORTH 38 FEET OF THE SOUTH 72 FEET OF THE EAST 1/2 OF LOT 8 EXCEPT THE WEST 25 FEET THEREOF) AND THE NORTH 38 FEET OF THE SOUTH 72 FEET OF THE WEST 87.5 FEET OF LOT 7 IN BLOCK 6 IN STAVE AND KLEMM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN:

20-25-214-008 and 20-25-214-009

ADDRESS:

7317 S. CHAPPEL AVE. CHICAGO, ILLINOIS

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### UNOFFICIAL COPY

### PARCEL 8:

LOT 18 IN B. J. KELLY'S SUBDIVISION OF BLOCK 2 IN COMMISSIONER'S PARTITION. BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

20-24-422-007

ADDRESS: 7031 S. CHAPPEL AVE. CHICAGO, ILLINOIS

PARCEL 9:

THE SOUTH 36.00 FEET OF LOT 8 AND THE NORTH 14.00 FEET OF LOT 9 IN WEST'S RESUBDIVISION OF LOTS 3 TO 24 IN STUART'S SUBDIVISION OF EAST 1/3 OF THAT PART NORTH OF 68TH STREET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PIN:

20-24-406-007

ADDRESS:

6743 S. OGLESBY AVE

CHICAGO, ILLINOIS

PARCEL 10:

THE SOUTH 20 FEET OF LOT 6 AND ALL OF LOT 7 AND LOT 8 (EXCEPT THE SOUTH 20 FEET THEREOF) IN B. J. KELLY'S SUBDIVISION OF BLOCK 2 IN COMMISSIONERS PARTITION, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 10/4'S OFF

PIN:

20-24-422-018

ADDRESS:

7028 S. CLYDE AVE. CHICAGO, ILLINOIS

PARCEL 11:

LOTS 45 AND 46 IN BLOCK 1 IN PARKSIDE, SAID PARKSIDE, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN:

20-23-424-001

ADDRESS:

7003 S. HARPER AVE.

CHICAGO, ILLINOIS

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### UNOFFICIAL COPY

#### PARCEL 12:

THE NORTH 70 FEET OF LOT 38 IN DIVISION 4 IN SOUTH SHORE SUBDIVISION OF NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL SUBDIVISION, IN SECTION 30. TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

21-30-115-029

ADDRESS.

7440 S. PHILLIPS AVE. CHICAGO, ILLINOIS

#### PARCEL 13:

LOTS 59, 60, 61 AND 62 (EXCEPT THE EAST 10.04 FEET THEREOF) IN MURRAY WOLBACH'S ADDITION TO SOUTH SHORE IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1916 AS DOCUMENT 5938751, IN COOK COUNTY, ILLINOIS.

PIN:

20-25-104-010

ADDRESS:

1742-56 E. 72ND CHICAGO, ILLINOIS

### PARCEL 14:

Of Coun LOTS 46, 47, 48 AND 49 IN MURRAY WOLBACH'S ADDITION TO SOUTH SHORE IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1916 AS DOCUMENT 5938751, IN COOK COUNTY, ULLINOIS.

SOM CO

PIN:

20-25-103-005

ADDRESS:

7109-15 S. RIDGELAND AVE.

CHICAGO, ILLINOIS

### EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

DEBTOR:

PP SS, LLC, an Illinois limited liability company

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Lender")

ADDITIONAL SECURITY PARTY:

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD" and together with the Lender the "Secured Parties")

Lender is making a mortgage ipan to Debtor in the original principal amount of \$10,880,000.00 (the "Loan"). The Loan is evidenced by an Multistate Note in favor of the Lender (the "Note"), and secured by an Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (the "Security Instrument") of even date with the Note in favor of Secured Party. The Loan is being insured by HUD.

Capitalized terms not otherwise defined herein shall have the following meanings:

"Governmental Authority" means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property.

"Impositions" means (1) any water, sewer or other similar charges, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other incurance 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, (4) mortgage insurance premiums paid or to be paid to HUD, (5) ground rents, (6) any other amounts due under the Security Instrument that Debtor fails to pay, (7) Reserve for Replacement, Residual Receipts and all other escrows or accounts required by Lender or HUD whether or not held by Lender or HUD, and/or (8) amounts for other charges and expenses which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably estimated from time to time by Lender.

Exhibit B to UCC Page 1

"Reserve for Replacement" means an account required by HUD and held by Lender for defraying certain costs of replacing major structural elements and mechanical equipment of the Improvements or for any other purpose.

"Residual Receipts" means certain funds, the distribution and use of which is restricted by HUD, held by non-profit, public body and limited dividend Debtors under loans insured or held by HUD pursuant to Section 220, Section 221(d)(3) and 231 of the National Housing Act, as amended. See also the HUD Regulatory Agreement for Multifamily Projects (HUD-92466M).

The Security Instrument grants to Lender, *inter alia*, a security interest covering the following types (or items) of property, and all products and cash proceeds and non-cash proceeds thereof (the "Mortgaged 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 to this Financing Statement (the "Land"), including any future replacements and additions (the "Improvements");
- 2. Fixtures. All property or good: that are or becomes so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property and including but not limited to: 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, microvave 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; playground and exercise equipment and classroom furnishings and 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 or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor 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

Exhibit B to UCC Page 2

for architectural, engineering and construction services relating to the Land or the Improvements, choses in action 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. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments (the "Personalty");

- 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**. All insurance policies covering any part of the Mortgaged Property and all proceeds paid or to be paid by any insurer of any part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's Secured Parties' requirements (the "Insurance Proceeds");
- 6. Awards. All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged 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 Mortgaged 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 Mortgaged Property entered into by Debtor 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 (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims, and the right to collect such proceeds, liquidated claims or other consideration (the "Other Proceeds");
- 9. **Rents**. All rents (whether from residential or non-residential space), revenues, issues, profits (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space *on or access to any part of* the Mortgaged Property) and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held (the "**Rents**");

Exhibit B to UCC Page 3

- 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 Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the Loan re not included in this definition.) (the "Leases");
- Other. All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations us uses and profits from the any part of the Collateral Property, and all undisbursed proceeds of the Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- 12. Imposition Deposits. Deposits held by the Lender to pay Impositions (the "Imposition Deposits");
- 13. **Refunds or Rebates.** All refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is date();
- 14. **Tenant Security Deposits**. All tenant security deposits which have been forfeited by any tenant under any Lease;
- Names. All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
- 16. Other Deposits and/or Escrows. All deposits and/or escrows held by or on behalf of Lender under Collateral Agreements; and
- 17. **Litigation**. All awards, payments, settlements or other compensation resulting from litigation involving the Mortgaged Property.