

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1626544073

Doc#: 1626544073 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/21/2016 03:56 PM Pg: 1 of 8

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Harrison C. Smith, Esq.</b>
B. E-MAIL CONTACT AT FILER (optional) <b>hsmith@krooth.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Harrison C. Smith, Esq. Krooth &amp; Altman LLP 1850 M Street, NW, Suite 400 Washington, DC 20036 (202)-293-8200 Fax: (202)-872-0145</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Evanston Senior Redevelopment, LLC</b>						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>175 West Jackson Boulevard, Suite 350</b>			CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60604</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC</b>						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>1360 East 9th Street, Suite 300</b>			CITY <b>Cleveland</b>	STATE <b>OH</b>	POSTAL CODE <b>44114</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF COLLATERAL.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser					

8. OPTIONAL FILER REFERENCE DATA:  
**FILE WITH COOK COUNTY**

CRDREVIEW *R4*

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

<b>9. NAME OF FIRST DEBTOR:</b> Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>				
<b>9a. ORGANIZATION'S NAME</b> <b>Evanston Senior Redevelopment, LLC</b>				
OR				
<b>9b. INDIVIDUAL'S SURNAME</b>  <b>FIRST PERSONAL NAME</b>  <b>ADDITIONAL NAME(S)/INITIAL(S)</b> <span style="float: right;"><b>SUFFIX</b></span>				
<b>THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY</b>				
<b>10. DEBTOR'S NAME:</b> Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c				
<b>10a. ORGANIZATION'S NAME</b>  				
OR				
<b>10b. INDIVIDUAL'S SURNAME</b>  <b>INDIVIDUAL'S FIRST PERSONAL NAME</b>  <b>INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)</b> <span style="float: right;"><b>SUFFIX</b></span>				
<b>10c. MAILING ADDRESS</b> <span style="float: right;"><b>CITY</b> <b>STATE</b> <b>POSTAL CODE</b> <b>COUNTRY</b></span>				
<b>77 West Jackson Blvd</b> <span style="float: right;"><b>Chicago</b> <b>IL</b> <b>60604</b> <b>USA</b></span>				
<b>11. <input checked="" type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME</b> <u>or</u> <input type="checkbox"/> <b>ASSIGNOR SECURED PARTY'S NAME:</b> Provide only <u>one</u> name (11a or 11b)				
<b>11a. ORGANIZATION'S NAME</b> <b>Secretary of Housing and Urban Development</b>				
OR				
<b>11b. INDIVIDUAL'S SURNAME</b> <span style="float: right;"><b>FIRST PERSONAL NAME</b> <b>ADDITIONAL NAME(S)/INITIAL(S)</b> <b>SUFFIX</b></span>				
<b>11c. MAILING ADDRESS</b> <span style="float: right;"><b>CITY</b> <b>STATE</b> <b>POSTAL CODE</b> <b>COUNTRY</b></span>				
<b>77 West Jackson Blvd</b> <span style="float: right;"><b>Chicago</b> <b>IL</b> <b>60604</b> <b>USA</b></span>				
<b>12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):</b>   				
<b>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</b>				
<b>14. This FINANCING STATEMENT:</b> <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing				
<b>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</b>				
<b>16. Description of real estate:</b> <b>See Exhibit "A" attached hereto and made a part hereof for a description of real property.</b>  <b>"Evanston Senior Redevelopment"</b> <b>FHA Project No. 071-35871</b>				
<b>17. MISCELLANEOUS:</b>   				

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

TRACT 1:  
THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED  
HEREIN IS :  
A LEASEHOLD ESTATE ( SAID LEASEHOLD ESTATE BEING DEFINED IN  
PARAGRAPH 1 C OF THE ALTA  
LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY INSTRUMENT  
HEREIN REFERRED TO AS THE  
GROUND LEASE, EXECUTED BY HOUSING AUTHORITY OF COOK COUNTY, A  
MUNICIPAL CORPORATION ,AS  
LESSOR AND NEW FOUNDATION CENTER, INC., AS LESSEE, A MEMORANDUM  
OF GROUND LEASE WAS  
RECORDED JANUARY 30, 2015 AS DOCUMENT NUMBER 1503045034 AND  
AMENDED BY MEMORANDUM OF  
ASSIGNMENT OF GROUND LEASE EXECUTED BY NEW FOUNDATION CENTER,  
INC., AS ASSIGNOR TO  
EVANSTON SENIOR REDEVELOPMENT, LLC AS ASSIGNEE, RECORDED  
JANUARY 30, 2015 AS DOCUMENT  
NUMBER 1503045043, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED  
LAND:  
LOT 1 IN HOUSING AUTHORITY OF COOK COUNTY'S PLAT OF CONSOLIDATION  
OF LOTS 7, 8, 9, 10, 11 AND 12 IN  
HUSE AND POWERS ADDITION TO EVANSTON, BEING A SUBDIVISION OF LOT 7  
OF THE ASSESSOR'S DIVISION  
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18  
TOWNSHIP 41 NORTH, RANGE  
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PURSUANT TO THE PLAT  
RECORDED MAY 29, 1874 AS DOCUMENT NO. 163502.

TRACT 2:  
THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED  
HEREIN IS:  
A LEASEHOLD ESTATE ( SAID LEASEHOLD ESTATE BEING DEFINED IN  
PARAGRAPH 1 C OF THE ALTA  
LEASEHOLD ENDORSEMENT ATTACHED HERETO), CREATED BY INSTRUMENT  
HEREIN REFERRED TO AS THE  
GROUND LEASE, EXECUTED BY THE HOUSING AUTHORITY OF THE COUNTY OF  
COOK, A MUNICIPAL  
CORPORATION, AS LESSOR AND NEW FOUNDATION CENTER, INC., AS LESSEE,  
A MEMORANDUM OF GROUND  
LEASE WAS RECORDED JANUARY 30, 2015 AS DOCUMENT NUMBER  
1503045037 AND AMENDED BY

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MEMORANDUM OF ASSIGNMENT OF GROUND LEASE EXECUTED BY NEW FOUNDATION CENTER, INC., AS ASSIGNOR TO EVANSTON SENIOR REDEVELOPMENT, LLC AS ASSIGNEE, RECORDED JANUARY 30, 2015 AS DOCUMENT NUMBER 1503045041, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND:  
 LOT 1 IN PLAT OF CONSOLIDATION OF LOTS 5, 6 AND 7 (EXCEPT THE WEST 40 FEET ADJOINING THE CHICAGO, MILWAUKEE AND ST. PAUL RIGHT OF WAY, THE EASTERLY LINE OF SAID 40 FEET STRIP BEING A LINE DRAWN PARALLEL TO AND 40 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOTS) IN BLOCK 2 IN OWNER'S RESUBDIVISION OF BLOCKS 2, 5 AND 6 IN ORRINGTON ADDITION TO EVANSTON IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 6, 7, 8, 9 AND 10 IN BLOCK 3 IN OWNERS RESUBDIVISION AFORESAID, ALSO THE NORTH 196.8 FEET (EXCEPT THE EAST 26 FEET 10 INCHES OF THE SOUTH 30 FEET THEREOF) OF LOT 11 IN BLOCK 3 IN OWNER'S RESUBDIVISION, AFORESAID; ALSO VACATED NOYES COURT LYING SOUTH OF THE NORTH LINE EXTENDED EAST OF LOT 5 AND NORTH OF THE SOUTH LINE EXTENDED OF LOT 7 IN BLOCK 2 IN OWNER'S RESUBDIVISION, AFORESAID, ALSO: THE E-W 15 FOOT VACATED ALLEY LYING EAST OF THE EAST LINE OF VACATED NOYES COURT AND WEST OF THE EAST LINE OF LOT 11 EXTENDED NORTH IN BLOCK 3 IN OWNER'S RESUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS, RECORDED JULY 19, 1982 AS DOCUMENT NUMBER 26293241.

**Address Reference:** 1900 Sherman Ave., Evanston, IL 60201 (TRACT 1) and 2300 Noyes St., Evanston, IL 60201 (TRACT 2)  
**Permanent Index Numbers** 11-18-109-059-0000 and 11-07-114-026-0000  
 (For Company Reference Purposes Only)

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

**BORROWER:**

**EVANSTON SENIOR REDEVELOPMENT, LLC**, an Illinois limited liability company ("**Borrower**")

**SECURED PARTY:**

**BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC**, an Ohio limited liability company ("**Lender**")

**ADDITIONAL SECURITY PARTY:**

**THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT of Washington, D.C.** ("**HUD**") and together with the Lender the "**Secured Parties**")

Lender is making a mortgage loan to Borrower in the original principal amount of **\$3,400,000.00** (the "**Loan**"). The Loan is evidenced by a Multistate Note in favor of the Lender (the "**Note**"), and secured by a **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:

**"Collateral Agreement"** means any separate agreement between Borrower and Lender for the purpose of establishing replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or Improvements specified in that agreement, or any other agreement or agreements between Borrower and Lender which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by HUD.

**"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) an amount sufficient to provide Lender with funds to pay the next mortgage insurance premium and (2) a sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, Taxes, municipal/government utility charges and special assessments next due on the premises covered hereby (all as estimated by Lender) less all sums already paid therefore divided by the number of months to the date when such ground rents, premiums, water rates, Taxes, municipal/utility charges and special assessments will become delinquent, such

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sums to be held by Lender in trust to pay said ground rents, premiums, water rates, Taxes, and special assessments.

**"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 Borrowers under loans insured or held by HUD pursuant to Section 220, Section 221(d)(4) and 231 of the National Housing Act, as amended. See also the HUD Regulatory Agreement for Multifamily Projects (HUD-92466M).

**"Taxes"** means all 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, could become a lien on the Land or the Improvements

The Security Instrument grants to Lender, *inter alia*, a security interest covering the following types (or items) of property (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 goods 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, 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; playground and exercise equipment and classroom furnishings and equipment (the "**Fixtures**");

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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 Borrower 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, 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 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 (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**");

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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 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**");
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 Borrower's leasehold is security for the Loan are not included in this definition.) (the "**Leases**");
11. **Other.** All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the any part of the Mortgaged 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 dated);
14. **Tenant Security Deposits.** All tenant security deposits which have been forfeited by any tenant under any Lease;
15. **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.