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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 1627229092 Fee \$58.00
RHSP Fee:\$9.00PRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/28/2016 02:55 PM Pg: 1 of 11

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
BRIAN J. IWASHYNA, ESQUIRE
TROUTMAN SANDERS LLP
POST OFFICE BOX 1122
RICHMOND, VIRGINIA 23218

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 WEATHERSTONE RE, LLC
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS C/O HAS CAPITAL, LLC, 33 NORTH LASALLE STREET
CITY CHICAGO STATE IL POSTAL CODE 60602 COUNTRY USA

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
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 FEDERAL HOME LOAN MORTGAGE CORPORATION
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 8200 JONES BRANCH DRIVE
CITY MCLEAN STATE VA POSTAL CODE 22102 COUNTRY USA

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

DEBTOR'S INTEREST IN ALL PROPERTY LOCATED ON OR USED OR ACQUIRED IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE REAL ESTATE DESCRIBED IN THE ATTACHED EXHIBIT A, INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

FREDDIE MAC LOAN NO. 932611923

5. Check only if applicable and check only one box: Collateral is [] held in a Trust (see UCC1Ad, item 17 and Instructions) [] being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: [] Public-Finance Transaction [] Manufactured-Home Transaction [] A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box: [] Agricultural Lien [] Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): [] Lessee/Lessor [] Consignee/Consignor [] Seller/Buyer [] Bailee/Baior [] Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

WEATHERSTONE LAKES MHC (LOCAL)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (Rev. 04/20/11)

NY 79115-3
3 of 4

CCRD REVIEW [Signature]

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM****FOLLOW INSTRUCTIONS**

9. **NAME OF FIRST DEBTOR:** Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

WEATHERSTONE RE, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. **DEBTOR'S NAME:** Provide 10a or 10b only one 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

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. **ADDITIONAL SECURED PARTY'S NAME** or **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

BERKADIA COMMERCIAL MORTGAGE LLC

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**323 NORRISTOWN ROAD, SUITE 300, ATTN:
SERVICING - EXECUTIVE VICE PRESIDENT**

CITY

AMBLER

STATE

PA

POSTAL CODE

19002

COUNTRY

USA12. **ADDITIONAL SPACE FOR ITEM 4 (Collateral):**

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if application)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**SEE EXHIBIT A ATTACHED HERETO AND MADE
A PART HEREOF.**

17. MISCELLANEOUS:

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EXHIBIT A

Legal Description

Real property in the City of Sauk Village, County of Cook, State of Illinois, described as follows:

PARCEL 1 (NORTH PARCEL):

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 15 EAST, THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST (RECORD BEARING OF A PARENT SURVEY BY ROBINSON ENGINEERING, LTD. PROJECT NO. 92-1-17, DATED JANUARY 29, 1992), 1330.66 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, 1618.49 FEET ON AND ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO A 5/8-INCH DIAMETER REBAR; THENCE NORTH 89 DEGREES 56 MINUTES 10 SECONDS WEST, 156.00 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, 303.69 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE SOUTHWESTERLY, AN ARC LENGTH OF 47.20 FEET ON AND ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 45 DEGREES 07 MINUTES 59 SECONDS WEST, 42.48 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST, 330.44 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE WESTERLY, AN ARC LENGTH OF 69.28 FEET ON AND ALONG A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 83 DEGREES 35 MINUTES 09 SECONDS WEST, 69.13 FEET TO A MAGNETIC NAIL; THENCE NORTHWESTERLY, AN ARC LENGTH OF 53.98 FEET ON AND ALONG A REVERSE TANGENT CURVE, HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND LENGTH OF NORTH 51 DEGREES 28 MINUTES 59 SECONDS WEST, 46.99 FEET TO A MAGNETIC NAIL; THENCE TANGENT TO THE LAST DESCRIBED CURVE, NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, 422.27 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NORTHERLY AN ARC LENGTH OF 248.14 FEET ON AND ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 487.00 FEET AND A CHORD BEARING AND LENGTH OF NORTH 14 DEGREES 39 MINUTES 40 SECONDS EAST, 245.47 FEET TO A MAGNETIC NAIL; THENCE TANGENT TO THE LAST DESCRIBED CURVE, NORTH 29 DEGREES 15 MINUTES 29 SECONDS EAST, 138.36 FEET TO A MAGNETIC NAIL; THENCE NORTH 54 DEGREES 35 MINUTES 30 SECONDS WEST, 389.37 FEET TO A 5/8-

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INCH DIAMETER REBAR; THENCE NORTHWESTERLY, AN ARC LENGTH OF 70.77 FEET ON AND ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 137.00 FEET AND CHORD BEARING AND LENGTH OF NORTH 39 DEGREES 47 MINUTES 38 SECONDS WEST, 69.98 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NON-TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 89 DEGREES 53 MINUTES 54 SECONDS WEST, 263.25 FEET TO 5/8-INCH DIAMETER REBAR; THENCE WESTERLY, AN ARC LENGTH OF 27.26 FEET ON AND ALONG A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING AND LENGTH OF NORTH 77 DEGREES 17 MINUTES 51 SECONDS WEST, 27.04 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NON-TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 25 DEGREES 30 MINUTES 25 SECONDS WEST, 80.66 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 150.20 FEET TO THE INTERSECTION WITH WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 944.84 FEET ON AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (SOUTH PARCEL):

PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST, THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST (RECORD BEARING OF A PARENT SURVEY BY ROBINSON ENGINEERING, LTD. PROJECT NO. 92-1-17, DATED JANUARY 29, 1992), 1330.66 FEET ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, 1618.49 FEET ON AND ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO A 5/8-INCH DIAMETER REBAR, AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, 572.42 FEET ON AND ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LINCOLN HIGHWAY AS DEDICATED PER DOCUMENT NUMBER 8990432 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 23 MINUTES 27 SECONDS WEST, 33.00 FEET ON AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LINCOLN HIGHWAY TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, 256.04 FEET ON AND ALONG THE WEST LINE OF SAID EAST 33.00 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 330 FEET OF THE EAST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST, 631.02 FEET ON AND ALONG THE

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NORTH LINE OF SAID SOUTH 330 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTES 55 SECONDS EAST, 164.27 FEET ON AND ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 507.32 FEET OF THE WEST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, 664.11 FEET ON AND ALONG THE NORTH LINE OF SAID SOUTH 507.32 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1230.78 FEET ON AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 150.20 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NORTH 25 DEGREES 30 MINUTES 25 SECONDS EAST, 80.66 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE EASTERLY, AN ARC LENGTH OF 27.26 FEET ON AND ALONG A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 77 DEGREES 17 MINUTES 51 SECONDS EAST, 27.04 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, 263.25 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE SOUTHEASTERLY, AN ARC LENGTH OF 70.77 FEET ON AND ALONG A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 137.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 39 DEGREES 47 MINUTES 38 SECONDS EAST, 69.98 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 54 DEGREES 35 MINUTES 30 SECONDS EAST, 389.37 FEET TO A MAGNETIC NAIL; THENCE SOUTH 29 DEGREES 15 MINUTES 29 SECONDS WEST, 138.36 FEET TO A MAGNETIC NAIL; THENCE SOUTHERLY, AN ARC LENGTH OF 248.14 FEET ON AND ALONG A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 437.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 14 DEGREES 39 MINUTES 40 SECONDS WEST, 245.47 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST, 422.27 FEET TO A MAGNETIC NAIL; THENCE SOUTHEASTERLY, AN ARC LENGTH OF 53.98 FEET ON AND ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 51 DEGREES 28 MINUTES 59 SECONDS EAST, 46.99 FEET TO A MAGNETIC NAIL; THENCE EASTERLY, AN ARC LENGTH OF 69.28 FEET ON AND ALONG A REVERSE TANGENT CURVE, CONCAVE SOUTHERLY, HAVING RADIUS OF 300.00 FEET AND A CHORD BEARING AND LENGTH OF NORTH 83 DEGREES 35 MINUTES 09 SECONDS EAST, 69.13 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, SOUTH 89 DEGREES 47 MINUTES 53 SECONDS EAST, 330.44 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE NORTHEASTERLY, AN ARC LENGTH OF 47.20 FEET ON AND ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND LENGTH OF NORTH 45 DEGREES 07 MINUTES 59 SECONDS EAST, 42.48 FEET TO A 5/8-INCH DIAMETER REBAR; THENCE TANGENT TO THE LAST DESCRIBED CURVE, NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST, 303.69 FEET TO A 5/8-

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INCH DIAMETER REBAR; THENCE SOUTH 89 DEGREES 56 MINUTES 10 SECONDS EAST, 156.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS GRANTED AND DESCRIBED IN THAT CERTAIN "ACCESS EASEMENT AGREEMENT" RECORDED JULY 20, 2007 AS DOCUMENT NO. 0720116032 IN COOK COUNTY, ILLINOIS.

21141 Torrence Avenue
Sank Village, IL
33-19-100-910-0000

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FINANCING STATEMENT EXHIBIT B

MANUFACTURED HOUSING COMMUNITY

(Revised 7-1-2014)

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

- (1) **"Fixtures,"** which means all property owned by Debtor which is attached to the real property described in Exhibit A ("**Land**") and/or the improvements located on the Land ("**Improvements**") ("**Property**" means the Land and/or Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and 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. The defined terms "Improvements" and "Fixtures" include any Manufactured Homes (as defined in the Loan Agreement) located on the Land that are now owned by or acquired in the future by Debtor ("**Debtor-Owned Homes**"), to the extent they are categorized as such under the applicable laws of the Property Jurisdiction (as defined in the Loan Agreement). As of the date of this Financing Statement, the Debtor-Owned Homes are those listed on Schedule I attached hereto.
- (2) **"Personalty,"** which means all of the following:
 - (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 Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.
 - (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including

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all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a **“Governmental Authority”** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).

- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement (**“Loan Agreement”**) evidencing and securing the loan secured by this financing statement (**“Loan”**).
- (viii) Any Debtor-Owned Homes (if categorized as such under the applicable laws of the Property Jurisdiction).
- (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 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.
- (4) 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 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 Governmental Authority with respect to the Land, or if Debtor’s interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease (**“Leasehold Estate”**), the Improvements, 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 Land, the Improvements, 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 of such a taking.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, 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,”** which means all rents (whether from residential or non-residential space), revenues and other income of the Land, the Improvements, Personalty and Fixtures, 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.
- (8) All **“Leases,”** which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, 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.

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- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All “**Imposition Reserve Deposits**,” which means 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 or payments in lieu of 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.
- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant 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 Loan Agreement).
- (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 the Loan Agreement) or as a condition to Secured Party’s making the loan that is the subject of such Loan Documents, together with all of the following:
 - (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, existing or arising after the date this financing statement is recorded or filed.
 - (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, 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 items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
 - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.

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- (17) 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.

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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SCHEDULE I

DEBTOR-OWNED HOMES

NONE

Debtor-Owned Home # :

Location in MHC:

- Home Site / Lot Number:
- Street Address:
- City / County:
- State and Zip Code:

Model Type and Description:

- Year:
- Manufacturer's Certificate of Origin Date:
- Manufacturer's Name:
- Model Name and Number:
- Serial Number (Manufacturer's):
- Length and Width:
- New or Used:

Certificate of Title Information:

- Certificate of Title Issued (Y/N):
- Certificate of Title Number:
- State of Issuance:
- Certificate of Title Attached (Y/N) (original/copy):