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Doc# 1718018175 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/29/2017 03:10 PM PG: 1 OF 7

## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

212542

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Aviva Yakren, Esq. Sidley Austin LLP 787 Seventh Avenue New York, New York 10019

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>Brainerd Park Apartments Limited Partnership</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Full Circle Communities, Inc., 310 South Peoria	Chicago	IL	60607	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				
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>Capital One, National Association</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
299 Park Avenue, 14th Floor	New York	NY	10171	USA

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

See Exhibit A (consisting of 5 pages) attached hereto and made a part hereof, for a description of the collateral covered hereby.

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/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Cook County Recorder of Deeds (Brainerd Park- \$5,111,990 Construction Loan)

*[Handwritten Signature]* 7

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## 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	
	<b>Brainerd Park Apartments Limited Partnership</b>	
OR	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

	11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

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 Schedule A (consisting of 1 page) to Exhibit A attached hereto and made a part hereof for a description of the real estate covered hereby.**

17. MISCELLANEOUS:

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**Exhibit A**  
**to Uniform Commercial Code Financing Statement**  
**Form UCC-1**

Debtor: Brainerd Park Apartments Limited Partnership  
 c/o Full Circle Communities, Inc.  
 310 South Peoria  
 Chicago, Illinois 60607

Secured Party: Capital One, National Association  
 299 Park Avenue, 14th Floor  
 New York, New York 10171

The UCC financing statement, Form UCC-1, to which this Exhibit A is attached and forms a part, covers all Debtor's right, title and interest in the Property.

As used herein, the following terms have the meanings set forth below. Capitalized terms used herein but not defined have the meanings ascribed to them in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 29, 2017 (the "**Mortgage**").

"**Property**" means:

(a) Land. Mortgagor's fee simple interest in the real property described in Exhibit A attached hereto and made a part hereof together with all existing and future easements and rights affording access to it (the "**Land**");

(b) Additional Land and Rights. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the development or ownership or occupancy of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise become encompassed by this Security Document;

(c) Improvements. Mortgagor's fee simple and other estates in the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. Mortgagor's fee simple and other estates in and to all existing and future easements, rights-of-way or use, franchises and tenements, rights, including all minerals rights, oil, gas, and associated substances, and other commercially valuable substances which may be in, under or produced from any part of the Land, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, (whether riparian, appropriative or otherwise, and whether or not appurtenant), air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and

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remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. Mortgagor's right title and interest in and to all goods, materials, supplies, work in process, chattels, machinery, equipment, appliances, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**UCC**"), and all proceeds and products of the above;

(f) Leases and Rents. All existing and future leases, subleases, subtenancies, lettings, licenses, occupancy agreements, service agreements which include an occupancy agreement, concessions or other agreements (whether written or oral, now or at any time, in effect), pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, or other agreements entered into in connection with such leases, subleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "**Leases**"), and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, prepayments, tax, insurance and replacement reserve deposits, receipts, termination, cancellation, and option payments, service reimbursements, fees, accounts receivables, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the

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right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, “**Insurance Proceeds and Awards**”);

(h) Condemnation Awards. All awards and any compensation, including interest thereon, which may heretofore and hereafter be made or paid with respect to the Property by reason of any taking, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property as well as all claims, demands, judgments, refunds, reserves, accounts receivable, cost savings, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or appurtenances thereto or any part thereof, or (ii) the ownership or operation of the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Land or the Improvements, development rights and authorizations, however characterized, now or hereafter issued, furnished or entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including building permits, environmental certificates, certificates of operation, warranties and guaranties; and including, without limitation, the right, upon the occurrence of any Event of Default hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) UCC. All of the following types of collateral, as defined in the UCC: accounts, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health-care-insurance receivables and all books and records relating to the foregoing; *provided, however*, that Mortgagor will cooperate with Lender in obtaining “control” as defined in the UCC with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper;

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(n) Accounts and Deposits. All of Mortgagor's interest in and to all operating accounts, the proceeds of the Loan, whether disbursed or not and all reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property including, without limitation, any and all accounts established pursuant to the Construction Loan Agreement together with all deposits or wire transfers and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof and any other monies on deposit with or for the benefit of Lender, including deposits for the payment of real estate taxes, insurance premiums or capital expenditures and any cash collateral account, and bank accounts of Mortgagor;

(o) Books and Records. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

(p) Proceeds. All proceeds and products and renewals of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

(q) After-Acquired Property. Any and all after-acquired right, title or interest of Mortgagor in and to any property of the types described in the preceding granting clauses; and

(r) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in subsections (a) through (q) above.

**COOK COUNTY  
RECORDER OF DEEDS**

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SCHEDULE A

~~EXHIBIT A~~

Legal Descriptions

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LOT 1 (EXCEPT THE NORTH 42.50 FEET THEREOF) AND ALL OF LOTS 2 TO 12, INCLUSIVE, IN BLOCK 9 IN E.L. BRAINERD'S SUBDIVISION OF TELFORD BURNHAM'S SUBDIVISION (EXCEPT BLOCKS 1 AND 8 THEREOF) OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

Commonly known as: 8902-8956 South Loomis Street, Chicago, Illinois

- P.I.N.s:
- 25-05-119-016-0000
  - 25-05-119-018-0000
  - 25-05-119-019-0000
  - 25-05-119-020-0000
  - 25-05-119-021-0000
  - 25-05-119-022-0000
  - 25-05-119-023-0000 ✓
  - 25-05-119-026-0000
  - 25-05-119-027-0000
  - 25-05-119-030-0000
  - 25-05-119-031-0000

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