

# UNOFFICIAL COPY

Doc#: 2029506417 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 10/21/2020 04:34 PM Pg: 1 of 10

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>TINA L. WINTER, 312-917-7231</b>
B. E-MAIL CONTACT AT FILER (optional) <b>tiwinter@firstam.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>FIRST AMERICAN TITLE 30 N. LASALLE SUITE 2700 CHICAGO, ILLINOIS 60602</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>Document #2024808018</b>	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record  
**AND** Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME <b>Federal Home Loan Mortgage Corporation</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**  
**File with Cook County, Illinois Recorder of Deeds**

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

**Document No. 2024808018**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

**Federal Home Loan Mortgage Corporation**

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

**Optima Center Chicago II, LLC**

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:

**See attached Exhibit A**

18. MISCELLANEOUS:

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## FINANCING STATEMENT EXHIBIT A

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

17-10-212-037-0000

PARCEL 1:

220 East Illinois St. Chgo. IL 60611

THAT PART OF THE LAND, PROPERTY AND SPACE COMPRISED OF A PART OF BLOCK 1 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CITYFRONT CENTER, RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, SAID PART OF THE LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 217.90 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 222.26 FEET TO A POINT WHICH IS 150.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF BLOCK 1, A DISTANCE OF 99.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PUBLIC ALLEY, 18.00 FEET WIDE, AS SAID PUBLIC ALLEY IS DEPICTED ON SAID PLAT OF CITYFRONT CENTER, SAID POINT OF INTERSECTION BEING 150.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF THE EAST LINE OF N. ST. CLAIR STREET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF N. ST. CLAIR STREET, A DISTANCE OF 117.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 1; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 222.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF THE PROPERTY AND SPACE OF SAID BLOCK 1 WHICH WAS DEDICATED AS PUBLIC ALLEY PURSUANT TO SAID PLAT OF CITYFRONT CENTER, SAID PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.71 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 27.21 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 150.00 FEET, AS MEASURED ALONG THE WESTWARD PROLONGATION OF SAID BLOCK 1, EAST OF THE INTERSECTION OF SAID WESTWARD PROLONGATION WITH THE EAST LINE OF SAID N. ST. CLAIR STREET; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 24.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. ST. CLAIR STREET, A

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DISTANCE OF 117.95 FEET TO AN INTERSECTION WITH THE EASTWARD PROLONGATION OF THE SOUTH LINE OF THE PUBLIC ALLEY, 18.00 FEET WIDE, AS SAID ALLEY IS DEPICTED ON SAID PLAT OF CITYFRONT CENTER; THENCE WEST ALONG SAID EASTWARD PROLONGATION, A DISTANCE OF 24.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 150.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. ST. CLAIR STREET; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 117.95 FEET TO THE POINT OF BEGINNING. AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED LAND, PROPERTY AND SPACE THAT PART DEDICATED FOR E. ILLINOIS STREET PURSUANT TO SAID PLAT OF CITYFRONT CENTER, WHICH PART LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1 WHICH IS 150.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, A DISTANCE OF 25.67 FEET TO AN INTERSECTION WITH THE CURVILINEAR NORTHERLY LINE OF E. ILLINOIS STREET AS DEDICATED; THENCE EASTWARDLY AND SOUTHEASTWARDLY ALONG SAID CURVILINEAR LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 125.49 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, SAID PERPENDICULAR LINE FORMING THE EASTERLY LINE OF SAID PART OF E. ILLINOIS STREET AS DEDICATED; THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 12.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE AN ELEVATION OF 11.34 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK, WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 117.20 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE; THENCE CONTINUING ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 143.77 FEET; SOUTH 20.00 FEET; EAST 6.50 FEET; SOUTH 15.49 FEET; EAST 31.64 FEET; SOUTH 65.20 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 1; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 105.63 FEET TO AN INTERSECTION

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WITH A LINE PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 1, SAID PERPENDICULAR LINE INTERSECTING THE NORTH LINE OF BLOCK 1 AT A POINT WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 100.70 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 CCD AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.34 ABOVE CCD, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 117.20 FEET; THENCE CONTINUING ALONG LINES, WHICH ARE, PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 143.77 FEET; SOUTH 20.00 FEET; EAST 6.50 FEET; SOUTH 15.49 FEET; EAST 31.64 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HERENAFTER DESCRIBED PROPERTY AND SPACE; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 65.20 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.07 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, A DISTANCE OF 12.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 11.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 36.91 FEET TO A POINT WHICH IS 46.90 FEET, MEASURED PERPENDICULARLY, NORTH OF THE SOUTH LINE OF BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, A DISTANCE OF 10.00 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 11.77 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH SAID NORTH LINE OF BLOCK 1 WHICH POINT OF INTERSECTION IS 31.64 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 31.64 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION 36.50 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 107.20 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST

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CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE; THENCE CONTINUING ALONG LINES, WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 168.34 FEET; SOUTH 56.74 FEET; EAST 62.71 FEET; SOUTH 53.96 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 1, A DISTANCE OF 105.63 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, WHICH PERPENDICULAR LINE INTERSECTS SAID NORTH LINE AT A POINT WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 110.70 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS; STRUCTURAL SUPPORT; MAINTENANCE; COMMON WALLS, FLOORS AND CEILINGS; UTILITIES; ENCROACHMENTS, AND FACILITIES IN FAVOR OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MARCH 8, 2006 AS DOCUMENT 0606745116, AS MODIFIED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 6, 2007 AS DOCUMENT NO. 0718760042, AND BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED NOVEMBER 30, 2007 AS DOCUMENT NO. 0733403120, AND BY SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED OCTOBER 6, 2008 AS DOCUMENT NO. 0828031059, AND BY SECOND SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MAY 14, 2013 AS DOCUMENT NO. 1313412026 AND BY THIRD SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MAY 14, 2013 AS DOCUMENT NO. 1313412027 AND BY FOURTH SPECIAL AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 16, 2018 AS DOCUMENT 1822806244.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS TO AND FROM THE ESPLANADE, THE BUILDING SITE CORRIDORS, THE COLUMBUS DRIVE CORRIDORS AND THE RIGHT OF WAY CORRIDORS AS SET FORTH AND DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CITYFRONT CENTER WEST RECORDED APRIL 30, 1992 AS DOCUMENT 92296750, AS MODIFIED BY FIRST AMENDMENT RECORDED OCTOBER 24, 1996 AS DOCUMENT 96813611, AND AS MODIFIED BY SECOND AMENDMENT RECORDED MARCH 9, 2016 AS DOCUMENT 1606922054, AND AS MODIFIED BY THIRD AMENDMENT RECORDED APRIL 12, 2018 AS DOCUMENT 1810222042.

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## FINANCING STATEMENT EXHIBIT B

(Revised 7-17-2014)

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 the 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.
- (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 all

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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”**).
- (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 or the Improvements, 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

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portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.

- (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.

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- (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.
- (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.

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