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2103616048

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc# 2103616048 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/05/2021 12:29 PM PG: 1 OF 8

A. NAME & PHONE OF CONTACT AT FILER (optional) MATTHEW RANGEL
B. E-MAIL CONTACT AT FILER (optional) MRANGEL@IHDA.ORG
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ILLINOIS HOUSING DEVELOPMENT AUTHORITY 111 E. WACKER DR., STE. 1000 CHICAGO, ILLINOIS 60601

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 CIRCLE PARK PRESERVATION, L.P.				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 30 HUDSON YARDS, 72ND FL				
	CITY NEW YORK	STATE NY	POSTAL CODE 10001	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				
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 ILLINOIS HOUSING DEVELOPMENT AUTHORITY				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 111 E. WACKER DR., STE. 1000				
	CITY CHICAGO	STATE IL	POSTAL CODE 60601	COUNTRY USA

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

See Exhibit "A" Collateral Description

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

RS - 11888 CIRCLE PARK APARTMENTS

COOK COUNTY

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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

CIRCLE PARK PRESERVATION, L.P.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

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):

**CIRCLE PARK PRESERVATION, L.P.
30 HUDSON YARDS, 72ND FL
NEW YORK, NY 10001**

16. Description of real estate:

SEE EXHIBIT "B" Legal Description

17. MISCELLANEOUS:

RS - 11888 CIRCLE PARK PRESERVATION, L.P.**COOK COUNTY**

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Instructions for UCC Financing Statement Addendum (Form UCC1Ad)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions; use of the correct name for the Debtor is crucial. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

ITEM INSTRUCTIONS

9. **Name of first Debtor.** Enter name of first Debtor exactly as shown in item 1 of Financing Statement (Form UCC1) to which this Addendum relates. The name will not be indexed as a separate debtor. The Debtor name in this section is intended to cross-reference this Addendum with the related Financing Statement (Form UCC1).

If the box in item 1 of the Financing Statement (Form UCC1) was checked because Individual Debtor name did not fit, the box in item 9 of this Addendum should be checked.
10. **Additional Debtor's name.** If this Addendum adds an additional Debtor, complete item 10 in accordance with Instruction 1 of Financing Statement (Form UCC1). For additional Debtors, attach either an additional Addendum or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement (Form UCC1) for determining and formatting additional names.
11. **Additional Secured Party's name or Assignor Secured Party's name.** If this Addendum adds an additional Secured Party, complete item 11 in accordance with Instruction 3 of Financing Statement (Form UCC1). For additional Secured Parties, attach either an additional Addendum or Additional Party (Form UCC1AP) and complete applicable items in accordance with Instruction 3 of Financing Statement (Form UCC1). In the case of a full assignment of the Secured Party's interest before the filing of this financing statement, if filer has provided the name and mailing address of the Assignor in item 3 of Financing Statement (Form UCC1), filer may enter Assignor Secured Party's name and mailing address in item 11.
12. **Additional Collateral Description.** If space in item 4 of Financing Statement (Form UCC1) is insufficient or additional information must be provided, enter additional information in item 12 or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.
- 13-16. **Real Estate Record Information.** If this Financing Statement is to be filed in the real estate records and covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, complete items 1-4 of the Financing Statement (Form UCC1), check the box in item 13, check the appropriate box in item 14, and complete the required information in items 15 and 16. If the Debtor does not have an interest of record, enter the name and address of the record owner in item 15. Provide a sufficient description of real estate in accordance with the applicable law of the jurisdiction where the real estate is located in item 16. If space in items 15 or 16 is insufficient, attach additional page(s) and incorporate by reference in items 15 or 16 (e.g., See Exhibit A), and continue the real estate record information. Do not include social security numbers or other personally identifiable information.
17. **Miscellaneous.** Under certain circumstances, additional information not provided on the Financing Statement (Form UCC1) may be required. Also, some states have non-uniform requirements. Use this space or attach additional page(s) and incorporate by reference in item 17 (e.g., See Exhibit A) to provide such additional information or to comply with such requirements; otherwise, leave blank. Do not include social security numbers or other personally identifiable information.

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Exhibit A

Collateral Description

The Debtor hereby mortgages, grants, assigns, remises, releases, warrants, and conveys to the Secured Party, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Collateral all of which property, rights and interests are hereby pledged primarily on a parity with the Real Estate (as defined below) and not Secondarily:

- a) The real estate located in the County of Cook, State of Illinois and legally described on Exhibit "B" attached hereto and made a part hereof (the "Real Estate");
- b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "improvements");
- c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;
- d) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Real Estate, Improvements or Collateral and/or the businesses and operations conducted by the Debtor thereon.
- e) All interest of the Debtor in all Leases or subleases now or hereafter on the Real Estate, Improvements or Collateral, whether written or oral together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentalals under any such Lease;
- f) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware, and software used in the operation of the Real Estate, Improvements or Collateral, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinkles, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, an security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain

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articles of property from a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Lender, as a Secured Party, and the Debtor, as Debtor, all in accordance with the Code;

(g) All the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Real Estate, Improvements or Collateral, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Real Estate, Improvements or Collateral; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Real Estate, Improvements or Collateral; and (iv) all choices in action and causes of action relating to the Collateral;

(h) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Real Estate, Improvements, Collateral and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights, books debts, notes, drafts, and other obligations and indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's right in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any the foregoing and all collateral security and guaranties of any kind given any person or entity with respect to any of the foregoing; (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Real Estate, Improvements or Collateral; and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate, Improvements, Collateral or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate, Improvements, Collateral or proceeds of any sale, option or contract to sell the Real Estate, Improvements, Collateral or any portion thereof.

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EXHIBIT B

Legal Description

Parcel 1:

Lots 61 to 106, inclusive, and Lots 111 to 120, inclusive, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 2:

Lots 1 to 5, inclusive, in Tierney and Brennan's Subdivision of Lots 107, 108, 109 and 110 in Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 3:

Lots 3, 4 and Lots 13 to 60, inclusive, and Lots 64 to 76, inclusive, (except the North 18 feet of Lots 74 to 76, inclusive, and except the North 18 feet of the West 14 feet of Lot 73), in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 4:

Lots 1 through 6, inclusive, and the three-foot private walkway adjoining said lots in the Subdivision of Lots 61 to 63 in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 5:

Lots 1 to 7, inclusive, and the private alleys adjoining said Lots 1 to 7 in the Subdivision of Lots 1 and 2 in Block 49 in Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 6:

Lots 1 to 19, inclusive, in Oliver's Subdivision of Lots 5 to 12, inclusive, in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 7:

All of the **Vacated** East-West twelve-foot alley lying South of and adjoining Lots 81 to 100, inclusive, in Thomas Stinson's Subdivision of Block 48 in Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian. Chicago Title Insurance Company

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Parcel 8:

All of the **Vacated** East-West sixteen-foot alley lying South of and adjoining Lots 29 through 44, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 9:

All of the **Vacated** East-West sixteen-foot alley lying North of and adjoining Lots 45 through 60, inclusive, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 10:

All of the **Vacated** North-South twenty-foot alley lying East of and adjoining the East lines of Lots 1 through 9, inclusive, Lots 10 through 13, inclusive, and Lot 19 and the East line thereof extended North, in Oliver's Subdivision of Lots 5 to 12 inclusive in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 11:

All of the **Vacated** East-West sixteen-foot alley lying South of and adjoining Lot 13 in Oliver's Subdivision of Lots 5 to 12 inclusive in Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 12:

That part of **Vacated** West Grenshaw Street, lying West of the West Line of South Loomis Street, extended North and South, and lying East of the East line of South Laflin Street, extended North and South, in Thomas Stinson's Subdivision of Block 48 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

Parcel 13:

That part of **Vacated** West Grenshaw Street lying East of the East Line of South Ashland Boulevard (South Ashland Avenue), as widened, extended, and West of the West line extended, of South Laflin Street, in the Subdivision of Block 49 of Canal Trustees Subdivision of the West 1/2, and the West 1/2 of the Northeast 1/4, of said Section 17, Township 39 North, Range 14, East of the Third Principal Meridian.

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Property of Cook County Clerk's Office

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17-17-328-045-0000; 17-17-328-062-0000; 17-17-328-063-0000

Commonly Known As: 1111 South Ashland Avenue, Chicago, Illinois