

UNOFFICIAL COPY

Doc#. 2207501302 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/16/2022 04:05 PM Pg: 1 of 3

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Loan Funder LLC, Series 32560 645 Madison Avenue, 19th Floor New York, New York 10022

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				
OR				
1b. INDIVIDUAL'S SURNAME Menuau		FIRST PERSONAL NAME Jean	ADDITIONAL NAME(S)/INITIAL(S) Richard	SUFFIX
1c. MAILING ADDRESS 2 Roberta Court		CITY Buffalo Grove	STATE IL	POSTAL CODE 60089
			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 Loan Funder LLC				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 645 Madison Avenue, 19th Floor		CITY New York	STATE NY	POSTAL CODE 10022
			COUNTRY USA	

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

See Exhibit "A" attached hereto and made a part hereof

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		6b. 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	<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:				

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

PIN # 21-31-320-007-0000

122-0272 AT

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EXHIBIT "A"

COLLATERAL

As security for the payment of all Liabilities, as defined below, Debtor hereby pledges to Lender, and grants to Lender a continuing security interest in, all of the following:

- A. the Company Interests, which shall mean all right, title and interest of Debtor in and to the following: Onyx Homes, LLC, a New Mexico limited liability company ("Borrower"), all profits, income, surplus, compensation, return of capital, distributions, and other disbursements and payments to Borrower and/or Debtor (including, without limitation, specific properties of Borrower upon dissolution or otherwise), and all interests in Borrower now owned or hereafter acquired by Debtor as a result of exchange offers, direct investments, contributions or otherwise; but excluding any obligation or liability of Debtor with respect to the Borrower or any duty of Debtor as a member of Borrower;
- B. all cash and other property, of any kind or nature, distributed or payable at any time or from time to time by Borrower to Debtor related to the Company Interests, as a distribution, in complete or partial liquidation or otherwise, including, without limitation, Debtor's membership interest of any revenues of Borrower derived from any contract;
- C. all patents and trademarks owned by or in the name of Debtor and/or Borrower;
- D. all other Pledged Property, which shall mean all Company Interests, all property received in exchange or substitution for Company Interests, all dividends, distributions and other returns from Company Interests, all other property delivered by Debtor to the Lender for the purpose of pledge under the Ownership Interest Pledge Agreement, and all proceeds of any of the foregoing; and

All of the foregoing are herein collectively called the "Collateral".

For purposes of this Exhibit "A", "Liabilities" means all indebtedness (as defined below), obligations, and liabilities of the Debtor, as borrower, to the Secured Party, as lender, under the Loan Documents (as defined below), whether on account of principal, interest, indemnities, fees (including, without limitation, Attorneys' Fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes, or otherwise.

"Indebtedness" means the principal of, interest on, and all other amounts and payments due under or evidenced by the following (a) that certain Secured Note, Loan and Security Agreement, and Mortgage (the Security Instrument") entered into by and between Debtor, as Borrower, and Secured Party, as lender, and dated as of March 4, 2022 (the "Loan Documents") (b) all funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents, (c) any future loans or amounts advanced by Secured Party to Debtor when evidenced by a written instrument or document that specifically recites that the obligations evidenced by such document are secured by the terms of the Security Agreement, including, but not limited to, funds advanced to protect the security or priority of the Security Agreement.

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Legal Description

LOT 38 (EXCEPT THE SOUTH 16 FEET AND 1-1/8 INCHES) ALL OF LOT 39 IN BLOCK 52 IN HILL'S ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:
8523 S Colfax Ave
Chicago, IL 60617

Pin: 21-31-320-007-0000

Property of Cook County Clerk's Office