



Doc# 2207519006 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/16/2022 10:24 AM PG: 1 OF 7

Doc# Fee \$16.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/16/2022 10:24 AM PG: 0

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Brian N. Gurtman, Esq. (212) 653-8203
B. E-MAIL CONTACT AT FILER (optional) BGurtman@sheppardmullin.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sheppard Mullin Richter & Hampton LLP 30 Rockefeller Plaza New York, New York 10112 Attn: Brian N. Gurtman, Esq.

THE ABOVE SPACE IS FOR THE FILER'S 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 1b blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME GRAY PORTFOLIO HOLDINGS LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 20 Regal Court		CITY Lakewood	STATE POSTAL CODE COUNTRY NJ 00701 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 ARBOR REALTY SR, INC.			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 333 Earle Ovington Boulevard, Suite 900		CITY Uniondale	STATE POSTAL CODE COUNTRY NY 11553 USA

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

See Schedule A and Exhibit A attached hereto and made a part hereof.

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:

To be filed with the Recorder's Office of Cook County, IL - Chicago 9 Portfolio

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

GRAY PORTFOLIO HOLDINGS LLC

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):

16. Description of real estate:

See Exhibit A attached hereto and incorporated herein by this reference for a description of the real estate.

17. MISCELLANEOUS:

UNOFFICIAL COPY

SCHEDULE A

COLLATERAL SCHEDULE

Debtor: GRAY PORTFOLIO HOLDINGS LLC, a Delaware limited liability company

Secured Party: ARBOR REALTY SR, INC., a Maryland corporation

All right, title and interest and estate of Debtor now owned, or hereafter acquired, in and to all of the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Property"):

(a) the real properties described on Exhibit A attached hereto and incorporated herein by this reference (individually and collectively, as the context may require, the "Premises");

(b) (i) all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (collectively, the "Improvements"); and (ii) to the extent permitted by Law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or the Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor of, in and to the Premises and Improvements, and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other personal property and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements or appurtenant thereto (all of the foregoing items described in this Section 3.01(d) collectively, the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable Law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the Premises and/or the Improvements and security for the payment

UNOFFICIAL COPY

of the Secured Obligations and the performance of Debtor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable Law, it shall be deemed to be personal property, and this Mortgage shall constitute a security agreement creating a security interest therein in favor of Secured Party under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, 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 said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, subleases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into and all reciprocal easement agreements, license agreements, and other agreements with Tenants or occupants and fee owners of property contiguous to or surrounding the Premises (the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, together with all cash or security deposits, advance rentals and payments of similar nature and guarantees or other security held by Debtor in connection therewith (the "Entity Guaranties") to the extent of Debtor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all rents (including additional rents of any kind and percentage rents), subrents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payments and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or any of its agents or employees from any and all sources arising from or attributable to the Premises, the Improvements, the Fixtures or the Equipment, including charges for oil, gas, water, steam, heat, ventilation, air-conditioning, electricity, license fees, maintenance fees, charges for taxes, operating expenses or other amounts payable to Debtor (or for the account of Debtor), revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or rendering of services by Debtor, Property Manager, or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents and the Entity Guaranties to the payment of the Secured Obligations;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

UNOFFICIAL COPY

(h) all right, title and interest of every nature of Debtor in all monies deposited or to be deposited in any funds or accounts maintained or deposited with Secured Party, or its assigns, in connection herewith;

(i) all Property Agreements, accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

(l) all intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

(m) all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all surveys, drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Secured Party in the Premises, the Improvements, the Fixtures or the Equipment; and

(p) all proceeds of each of the foregoing.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of February 18, 2022 (together with all amendments, modifications, supplements, restatements, assignments or extensions, the "Mortgage") from Debtor and others as named therein, to Secured Party, and filed with the Recorder's Office of Cook County, Illinois.

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 (7901-7907 S. Crandon Avenue): 20-36-206-001-0000

Lots 7 to 10 in Block 2 in Richardson Subdivision of Northeast 1/4 of Northeast 1/4 of Section 36, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2 (9001 S. Bishop Street, Chicago, IL 60620): 25-05-127-001-0000

Lots 23 and 24 in Block 16 in E.L. Brainerd's Subdivision of Telford Burnham's Subdivision (except Blocks 7 and 8) of the West 1/2 of the Northwest 1/4 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3 (9036-9038 S. Bishop Street, Chicago, IL 60620): 25-05-126-024-0000

Lot 8 in Block 15 in E.L. Brainerd's Subdivision of Telford Burnham's Subdivision (except Blocks 1 and 8 thereof) of the West 1/2 of the Northwest 1/4 of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4 (9355-9359 S. Laffin Street, Chicago, IL 60620): 25-05-318-017-0000

Lots 40, 41 and the South 6 feet of Lot 42 in Elmore's 95th Street First Addition, being a re-subdivision of Lots 1 to 36 in Harry Mayer's Subdivision of Block 31 in the subdivision of that part Westerly of the right-of-way of the Chicago Rock Island and Pacific Railroad in the South 1/2 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5 (7000 S. Sangamon Street, Chicago, IL 60621): 20-20-428-015-0000

Lots 1, 2, 3, and 4 in Block 4 in Madlung and Eidman's Subdivision of the North 3/4 of the South 1/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6 (6947-6953 S. Peoria Street, Chicago, IL 60621): 20-20-422-019-0000

Lots 26, 27, 28, and 29 in Block 7 in Madlung and Eidmann's Subdivision of part of the North 3/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7 (7000 S. Green Street, Chicago, IL 60621): 20-20-430-015-0000

Lots 1, 2, 3 and 4 in Block 2 in Madlung and Eidmann's Subdivision of part of the North 3/4 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8 (741 E. 79th Street, Chicago, IL 60619): 20-34-207-003-0000

UNOFFICIAL COPY

Lots 1 through 7 in Block 1 in Chatham Fields, being a subdivision of the Northeast 1/4 of Section 34, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9 (7850 S. Cottage Grove Avenue, Chicago, IL 60619): 20-27-431-031-0000

Lots 9,10,11 and 12 in J.E. Grassie Subdivision of the South 1/2 of Block 16 in Wakeman's Subdivision of the East 1/2 of the Southeast 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office