

UNOFFICIAL COPY



2208134026

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc# 2208134026 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/22/2022 11:38 AM PG: 1 OF 12

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21105 - ARBOR REALTY	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	85441525 ILIL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2130945048 11/5/2021 CC II Cook	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
--	--

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:

This Change affects 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 ARBOR REALTY COMMERCIAL REAL ESTATE NOTES 2021-FL3, LTD., AN EXEMPTED COMPANY INCORPORATED IN THE CAYMAN ISLANDS WITH LIMITED LIABILITY				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o MaplesFS Limited, Queensgate House, PO Box 1093	Grand Cayman	KY	KY1-1102	CYM

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 ARBOR REALTY SR, INC.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: GI 3542 W POLK LP

85441525 ARSR to CLO16

UCC-3 Cook Co. ARSR to CLO16



N
 P 12
 S 3
 DC X
 SS X
 F X
 R

UNOFFICIAL COPY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2130945048 11/5/2021 CC IL Cook	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ARBOR REALTY SR, INC.	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 GI 3542 W POLK LP			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

GI 3542 W POLK LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 4400 W WEST END AVE LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 5000 W QUINCY LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 5030 W NORTH AVE LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 5800 W Washington LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 950 N LAVERGNE AVE LP - 3856 West Oakton Street , Skokie, IL 60076
 GI 7600 STEWART LP - 3856 West Oakton Street , Skokie, IL 60076

Secured Party Name and Address:

ARBOR REALTY SR, INC. - 333 EARLE OVINGTON BLVD. SUITE 900, UNIONDALE, NY 11553
 ARBOR REALTY COMMERCIAL REAL ESTATE NOTES 2021-FL3, LTD., AN EXEMPTED COMPANY INCORPORATED IN THE CAYMAN ISLANDS WITH LIMITED LIABILITY - c/o MaplesFS Limited Queensgate House, PO Box 1093, Grand Cayman KY KY1-1102

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. 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 B for legal description.

Parcel ID:
See Exhibit A for multiple

18. MISCELLANEOUS: 85441525-IL-31 21105 - ARBOR REALTY TRUST ARBOR REALTY SR, INC. File with: Cook, IL ARSR to CLO16 UCC-3 Cook Co. ARSR to CLO16 346302

UNOFFICIAL COPY

EXHIBIT A TO UCC-1 FINANCING STATEMENT COLLATERAL DESCRIPTION

DEBTOR: GI 3542 W POLK LP
GI 4400 W WEST END AVE LP
GI 5000 W QUINCY LP
GI 5030 W NORTH AVE LP
GI 5800 W Washington LP
GI 950 N LAVERGNE AVE LP
GI 7600 STEWART LP

SECURED PARTY: ARBOR REALTY SR, INC.

The collateral covered by this financing statement is all of the Debtor's right, title and interest in, to and under the following described property and the proceeds thereof, whether now owned or existing, hereafter acquired or arising, or in which the Debtor now or hereafter has any rights (the "**Property**"):

a) the real property described in Exhibit B1-B7 attached hereto and made a part hereof (individually and collectively, the "Premises");

b) 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, streets, vaults, 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 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, 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 paragraph (d) collectively, the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by

Exhibit A-1

UNOFFICIAL COPY

applicable law, shall be deemed to constitute fixtures (the "Fixtures"), and are part of the real estate and security for the payment of the 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 the Security Instrument shall constitute a security agreement creating a security interest therein in favor of Secured Party under the Uniform Commercial Code (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, 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"), together with all cash or security deposits, advance rentals and payments of similar nature and guarantees or other security held by Mortgagor in connection therewith (the "Entity Guaranties") to the extent of Mortgagor'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), 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 to the payment of the Debt;

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;

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;

Exhibit A-2

UNOFFICIAL COPY

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, drawing, 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;

p) the Rate Cap Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing; and all products of any of the foregoing; and

q) all proceeds of each of the foregoing.

Capitalized terms used herein without definition shall have the meanings assigned to them in that certain Loan Agreement dated as of October 28, 2021 between Debtor and Secured Party (or the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement").

This UCC Financing Statement is filed in connection with that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 28, 2021, given by Debtor to Secured Party (the "Security Instrument"), covering *inter alia* the interest of Debtor in the Property.

UNOFFICIAL COPY

EXHIBIT B1 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

LOTS 1, 2, AND 3 IN BLOCK 1 IN THE RESUBDIVISION OF LOTS 25 TO 48 INCLUSIVE, IN BLOCK 1 AND LOTS 1 TO 13 INCLUSIVE IN BLOCK 2, LOTS 28 TO 44 INCLUSIVE IN BLOCK 4 IN HENRY T. GLOVER'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

16-04-418-021-0000
Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B2 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

LOTS 4 AND 5 IN HENRY E. VANCE'S SUBDIVISION OF LOTS 25 TO 48 BOTH INCLUSIVE IN BLOCK 16 IN E.A. CUMMINGS AND COMPANY'S CENTRAL PARK AVENUE ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, COOK COUNTY, ILLINOIS.

16-14-408-026-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B3 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

LOT 5 AND 6 IN THE RESUBDIVISION OF BLOCK 21 (EXCEPT LOT 3 AND PART TAKEN FOR RANDOLPH STREET) IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-10-323-017-0000
Property of Cook County Clerk's Office

Exhibit B-3

UNOFFICIAL COPY

EXHIBIT B4 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

THE EAST 52 FEET (EXCEPT THE NORTH 8 FEET THEREOF HERETOFORE DEDICATED AS A PUBLIC ALLEY) OF LOT 38 (EXCEPT PART TAKEN FOR STREET) IN SCHOOL'S TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-16-207-030-0000
Property of Cook County Clerk's Office

Exhibit B-4

UNOFFICIAL COPY

EXHIBIT B5 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

LOTS 49 AND 50, IN H.P. HATCH'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE EAST 2/3 OF THE SOUTH 20 ACRES OF THE WEST 26.60 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-33-422-028-0000
Property of Cook County Clerk's Office

Exhibit B-5

UNOFFICIAL COPY

EXHIBIT B6 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

THE EAST 1/2 OF LOT 73 AND ALL OF LOTS 74 AND 75 IN PRAIRIE AVENUE
ADDITION TO AUSTIN IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

16-08-414-030-0000
Property of Cook County Clerk's Office

Exhibit B-6

UNOFFICIAL COPY

EXHIBIT B7 TO UCC-1 FINANCING STATEMENT LEGAL DESCRIPTION

TRACT 1 (7600 S Stewart Ave): 20-28-313-031-0000

THE NORTH 18 FEET OF LOT 18, LOT 19, LOT 20 AND LOT 21 IN BLOCK 6 IN AUBURN PARK, BEING A SUBDIVISION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2 (7620 S Stewart Ave): 20-28-313-032-0000

LOT 22, LOT 23 AND LOT 24 IN BLOCK 6 IN AUBURN PARK, BEING A SUBDIVISION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 3 (7632-34 S Stewart Ave): 20-28-313-030-0000

ALL OF LOT 17, AND LOT 18 (EXCEPT THE NORTH 18 FEET THEREOF), IN BLOCK 6 IN AUBURN PARK, BEING A SUBDIVISION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit B-7