



Doc# 2225741074 Fee \$65.00

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/14/2022 03:21 PM PG: 1 OF 8

A. NAME & PHONE OF CONTACT AT FILER (optional) Julie Link (513) 723-4000
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Julie Link Vorys, Sater, Seymour and Pease LLP 301 East Fourth Street Suite 3500, Great American Tower Cincinnati, OH 45202

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 BJ WRIGHT PRESERVATION, LP
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
1c. MAILING ADDRESS 551 Fifth Avenue, 23rd Floor
CITY New York
STATE NY
POSTAL CODE 10176
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
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 PGIM REAL ESTATE AGENCY FINANCING, LLC
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS 2100 Ross Avenue, Suite 2500
CITY Dallas
STATE TX
POSTAL CODE 75201
COUNTRY USA

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

See Exhibit A attached hereto for a description of the real estate to which certain of the collateral relates. See Exhibit B attached hereto for a description of the collateral.

Either Secured Party, acting alone, is authorized to file continuation statements with respect to this financing statement.

Certain of the goods described in Exhibit B are, or are to become, fixtures on the real estate described in Exhibit A, and this financing statement is to be filed for record in the real estate records.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Cook County, IL

Barbara Jean Wright Court Apartments; FHA Project No. 071-35951

# 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

**BJ WRIGHT PRESERVATION, LP**

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 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

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**77 West Jackson Blvd.**

CITY

**Chicago**

STATE

**IL**

POSTAL CODE

**60604**

COUNTRY

**USA**

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 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.

17. MISCELLANEOUS:

# UNOFFICIAL COPY

**NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT**

ORGANIZATION'S NAME <b>BJ WRIGHT PRESERVATION, LP</b>			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

**NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT**

ORGANIZATION'S NAME <b>PGIM REAL ESTATE AGENCY FINANCING, LLC</b>		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

## EXHIBIT A TO UCC FINANCING STATEMENT

A tract of land situated in the Northeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian comprising all or a part of the following mentioned subdivided lots and blocks to wit:

Lots 1 to 24 in Barron's Subdivision of the South Three Quarters of Block 15 and Lots 1 through 6 in Barron's Subdivision of the South Quarter of Block 16, all in Brand's Addition to Chicago, being the East half of the Northeast quarter of Section 20, aforesaid;

Lots 1 through 7 in D.B. Lee's Subdivision of the North Quarter of Block 15 in Brand's Addition to Chicago aforesaid;

Lots 1 through 8 in Falter's Subdivision of the North Three Quarters of Block 16 in Brand's Addition to Chicago, aforesaid;

Lots 1 through 14 and 26 through 37 in Block 4 and Lots 1 through 90 (except the North 80.00 feet of Lots 15 through 25) in Block 5, all in Henry Waller's Subdivision of the Northwest Quarter of the Northeast Quarter of Section 20, aforesaid;

Lots 1 through 53 in Block 1 and Lots 1 through 51 in Block 2 all in Swift and Mcauley's Subdivision of the North Half of the Southwest Quarter of the Northeast Quarter of Section 20;

The vacated streets and alleys in and adjoining the above described lots and blocks.

The above mentioned tract being all or part of the above mentioned lots and blocks together, with adjoining vacated streets and alleys and that part of Waller's Subdivision of the Northwest Quarter of the Northeast Quarter of Section 20, aforesaid, being described as follows:

Commencing at the Northwest corner of Lot 7 in D.B. Lee's Subdivision of the North Quarter of Block 15 in Brand's Addition to Chicago aforesaid; thence running West 1 foot to the East line of Miller Street (formerly Waller Street); thence South on the East line of said street to a Point 1 foot West of and opposite the Southwest corner of original Lot 12 in Barron's Subdivision of the South Three Quarters of Block 15 in Brand's Addition

# UNOFFICIAL COPY

aforesaid (said Lot 12 being in the North half of 14th Street and the South line of said Lot 12 being also the South line of the North half of 14th Street); thence East 1 foot more or less to the Southwest corner of said Lot 12; thence North to the point of beginning;

Being more particularly described as follows:

(Phase I:)

Beginning at the intersection of the West line of South Morgan Street and the South line of West Maxwell Street; thence South along the West line of South Morgan Street, a distance of 819.82 feet to the Northeasterly line of West 14th Place as opened by ordinance passed May 18, 1885 and by Instrument Recorded December 7, 1900 as Document 3041346; thence Northwesterly along the Northeasterly line of said street as opened, a distance of 220.15 feet to its intersection with the North line of West 14th Place as laid out in Swift and McAuley's Subdivision, aforesaid; thence West along the North line of West 14th Place a distance of 574.16 feet to its intersection with the extension South of the West line of Lots 21 and 70 in Block 5 in Henry Waller's Subdivision aforesaid; thence North along the extension South of the West line of said Lots 21 and 70, a distance of 469.65 feet to a point in the West line of said Lot 21 which is 80.00 feet South of the South line of West Liberty Street; thence East parallel to the South line of West Liberty Street to the East line of Lot 15 in said Block 5; thence North along the East line of Lot 15 and said East line produced North and along the East line of Lot 15 in Block 4 in said Henry Waller's Subdivision to the South line of West Maxwell Street; thence East along the South line of West Maxwell Street and said South line extended a distance of 327.97 feet; thence South parallel to South Morgan Street, 14 feet; thence East parallel to the South line of West Maxwell Street, extended East, 80.06 feet; thence North parallel to South Morgan Street 14 feet to the South line of West Maxwell Street extended; thence East along said South line of West Maxwell Street, a distance of 185.72 feet to the point of beginning, in Cook County, Illinois.

**Common Address:** 1354 South Morgan Street, Chicago, IL 60608

**PIN Numbers:**

17-20-211-037-0000  
17-20-213-088-0000  
17-20-213-090-0000  
17-20-214-016-0000  
17-20-214-020-0000  
17-20-220-061-0000  
17-20-220-062-0000  
17-20-220-065-0000

# UNOFFICIAL COPY

**NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT**

ORGANIZATION'S NAME <b>BJ WRIGHT PRESERVATION, LP</b>			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

**NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT**

ORGANIZATION'S NAME <b>PGIM REAL ESTATE AGENCY FINANCING, LLC</b>		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

## EXHIBIT B TO UCC FINANCING STATEMENT

All of the Debtor's present and future right, title, and interest in and to all of the following described property and interests in property (whether now owned or existing or hereafter acquired, arising or created), to the fullest extent such property and interests in property may, under applicable law, be subject to a security interest under the Uniform Commercial Code:

a. **The Collateral Property.** All of the "Collateral Property," which is defined as the Mortgaged Property (as defined below) except the Land (as defined below); and

b. **Products and Proceeds.** All products and cash proceeds and non-cash proceeds of any of the Collateral Property.

As used herein, the "Mortgaged Property" means all of the following:

1. **Land.** The land and/or estate in realty described in Exhibit A to this UCC Financing Statement (the "Land");
2. **Improvements.** The buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");
3. **Fixtures.** All property or goods that are or become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, 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, computers, 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 disposals, 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

# UNOFFICIAL COPY

and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment, and classroom furnishings and equipment (the "Fixtures");

4. **Personalty.** All equipment, inventory, and general intangibles (the "Personalty"). The definition of "Personalty" includes furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering, and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: replacement reserve funds, bank accounts, residual receipts funds, and investments;
5. **Other Rights.** 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;
6. **Insurance Policies and Proceeds.** All insurance policies covering the Mortgaged Property, and 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 Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement;
7. **Awards.** All awards, payments and other compensation made or to be made by any Governmental Authority (as defined below) with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged 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 Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof. As used herein, "Governmental Authority" means any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property;
8. **Contracts.** All contracts, options, and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property



# UNOFFICIAL COPY

entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. **Other Proceeds.** All proceeds (cash or non-cash), liquidated claims, or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property, and the right to collect such proceeds, liquidated claims, or other consideration;
10. **Rents.** All rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income, and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held;
11. **Leases.** All present and future leases, subleases, licenses, concessions or grants, or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases, or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals ("Leases"). Ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the loan from Secured Party to Debtor are not included in this definition;
12. **Other.** All earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements, or any other part of the Mortgaged Property, and all undisbursed loan proceeds; and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
13. **Imposition Deposits.** All deposits made with Secured Party by Debtor for payments of the following (collectively, "Impositions"): mortgage insurance premiums (or monthly service charges in lieu thereof), ground rents, premiums on policies of fire and other property insurance, water rates, Taxes (as defined below), and municipal/government utility charges and special assessments; all other required escrows and deposits, including any replacement reserves; and deposits as may be required by any Collateral Agreement (as defined below). As used herein, "Taxes" means all taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including all assessments for schools, public betterments, and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, could become a lien on the Land or the Improvements; and "Collateral Agreement" means any separate agreement between Debtor and Secured Party for the purpose of establishing replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or improvements specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other

# UNOFFICIAL COPY

fund, reserve, or account, including but not limited to those reserves and escrows required by the United States Department of Housing and Urban Development;

14. **Refunds or Rebates.** All refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which the security instrument securing the loan from Secured Party to Debtor is dated);
15. **Tenant Security Deposits.** All forfeited tenant security deposits under any Lease;
16. **Names.** All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
17. **Collateral Agreement Deposits and/or Escrows.** All deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements; and
18. **Litigation Proceeds.** All awards, payments, settlements, or other compensation resulting from litigation involving the Mortgaged Property.