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Karen A. Yarbrough

Cook County Clerk

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RECORDING COVER PAGE
FIDELITY NATIONAL TITLE
UCC FINANCING STATEMENT
OC22023853

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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)
<div style="border: 1px solid black; padding: 5px;"> Residential Capital Partners Secured Loan Fund XIV, LLC 3838 Oak Lawn Avenue, Suite 1500 Dallas, Texas 75219 Attention: Loan Administrator </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor's 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 The Brown Agency, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1691 222nd Place	Sauk Village	IL	60411-4939	

2. DEBTOR'S NAME: Provide only one Debtor's 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 or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Residential Capital Partners Secured Loan Fund XIV, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3838 Oak Lawn Avenue, Suite 1500	Dallas	TX	75219	USA

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

SEE ATTACHED ADDENDUM
SEE ATTACHED DESCRIPTION OF COLLATERAL

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, Illinois

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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

The Brown Agency, 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 ATTACHED DESCRIPTION OF COLLATERAL

17. MISCELLANEOUS:

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The Brown Agency, LLC, a(n) Illinois limited liability company

ATTACHMENT TO FINANCING STATEMENT

This Financing Statement covers the following types (or items) of property and interests located on, related to or used in connection with the real property described in Exhibit A (the "Land") or with any buildings, structures or other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements") (collectively, the "Collateral"): (a) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (b) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Land, Improvements and Personalty (as hereinafter defined), including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "Personalty"), (c) all reserves, escrows or impounds required under the Loan Agreement executed by Debtor and Secured Party or that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as such has been or may hereafter be amended, supplemented, modified, renewed, extended and/or restated from time to time, the "Mortgage") executed by Debtor (including, without limitation, the reserve accounts described in Section 3.14 of the Mortgage (together with all cash and instruments held therein, and all interest and other property receivable in respect thereof)), more particularly described therein, and all deposit accounts maintained by Debtor with respect to the Land, Improvements and Personalty, (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (e) all leases, ground leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Land, Improvements, and Personalty, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition of relief under 11 U.S.C. § 101 et seq., as same may be amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Debtor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (f) all of the rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land, Improvements and Personalty whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents"), (g) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, property management agreements, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating

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to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land, Improvements and Personalty (the "Property Agreements"), (h) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (j) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, (k) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land, Improvements, and Personalty, (l) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Land, Improvements and Personalty, (m) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty, and (n) any deposits, pledged funds or collateral accounts held by Secured Party on behalf of Debtor. The proceeds, whether tangible or intangible, of any of the foregoing, including, without limitation, all Accounts, Chattel Paper, Deposit Accounts, Documents, General Intangibles, Instruments, money, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof. The definition of "Collateral" is specifically intended to assign to Secured Party, as collateral for the Loan, all of Debtor's right, title and interest as a declarant or a developer under any and all declarations of covenants, conditions or restrictions, condominium regimes, development agreements or similar agreements affecting the Land or the Improvements.

PRODUCTS OF COLLATERAL ARE ALSO COVERED.

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EXHIBIT A

Legal Description

LOT 11 IN BLOCK 8 IN VILLAGE OF PARK FOREST AREA NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1951 AS DOCUMENT 15107641.

PIN: 32-30-208 011-0000

PROPERTY ADDRESS: 235 ARCADIA ST, PARK
FOREST, IL 60463

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