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\*2235713075\*

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc# 2235713075 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/23/2022 12:28 PM PG: 1 OF 9

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<br>P.O. Box 29071<br>Glendale, CA 91209-9071 | 90499166<br>ILIL<br>FIXTURE |
|---|-----------------------------|

File with: Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
2032317020 11/18/2020 CC IL Cook

1b.  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:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  
 This Change affects  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<br>Kenwood Portfolio LLC | 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  | 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 |
|---------------------|------|-------|-------------|---------|

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

S  
P  
S  
SC  
INT

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<br>FANNIE MAE | OR                  |                               |        |
| 9b. INDIVIDUAL'S SURNAME              | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Kenwood Portfolio LLC  
 90499166 288546- ACF I 288546- Cook County

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2032317020 11/18/2020 CC IL Cook

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

FANNIE MAE

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

Kenwood Portfolio LLC

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:

Kenwood Portfolio LLC - 287 Hicks St. , Brooklyn, NY 11201

Secured Party Name and Address:

FANNIE MAE - c/o Arbor Commercial Funding, LLC 3370 Walden Avenue, Suite 114, Depew, NY 14043

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

Parcel ID:

20021070010000,  
20021070020000,20023090070000,  
20023090080000,20023090090000,  
20023110070000, 20023110110000,  
20023150070000, 20111010150000,

[ See Exhibit for Real Estate ]

18. MISCELLANEOUS: 90499166-IL-31 21105 - ARBOR REALTY TRUST

FANNIE MAE

File with: Cook, IL

288546- ACF I 288546- Cook County

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**Debtor:** Kenwood Portfolio LLC

## Exhibit for Real Estate

**17. Description of real estate:**

Continued

20111020060000

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## SCHEDULE A TO UCC FINANCING STATEMENT (Borrower)

DEBTOR: KENWOOD PORTFOLIO LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
287 HICKS ST.  
BROOKLYN, NY 11201

SECURED PARTY: FANNIE MAE C/O ARBOR COMMERCIAL FUNDING I, LLC  
A NEW YORK LIMITED LIABILITY COMPANY  
3370 WALDEN AVENUE, SUITE 114  
DEPEW, NEW YORK 14043

This financing statement covers the following types (or items) of property (the “**Collateral Property**”):

### 1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”);

### 2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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, 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 disposers, 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 and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

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### 3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

### 4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

### 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 Property 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 Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

### 7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

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## 8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

## 9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "Rents");

## 10. 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 Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

## 11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

## 12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including 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, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

123086536.1

Schedule A to UCC Financing Statement  
(Borrower)  
Fannie Mae

Form 6421  
12-17

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## 13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

## 14. Names.

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

## 15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

## 16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

## 17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

## 18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

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EXHIBIT A  
TO  
SCHEDULE A TO UCC FINANCING STATEMENT  
(Borrower)

### DESCRIPTION OF THE PROPERTY

TRACT 1:

Parcel 1:

Lots 30 and 31 and the North 41 feet of Lot 29 in Block 13 in Cleaverville, being the North part of Fractional Section 2, Township 38 North, Range 14, and the South part of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.in 20-02-107-001-0006

Parcel 2:

Lot 28 and the South 9 feet of Lot 29 in Block 13 in Cleaverville, being the North part of Fractional Section 2, Township 38 North, Range 14, and the South part of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.in 20-02-107-002-0000 4001-13 S. Ellis

Parcel 3:

Chicago, IL 60653

Lots 30, 31, 32, 33 and 34 in Resubdivision of Block 7 of Walker and Stinson's Subdivision of the West half of the Southwest Quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.in 20-02-315-007-0000

811 E 46th Street  
Chicago IL 60653

TRACT 2:

\*\*\*INTENTIONALLY DELETED\*\*\*

TRACT 3:

Parcel 1:

Lot 3, in William D. Ewart's Subdivision of Lots 10, 11, 12 and 13, including the vacated alley lying West and South of said Lot 13 (except the East 16.00 feet of Lot 13, dedicated for alley) of Bliss and Waitt's Subdivision of that part lying West of Hyde Park Avenue of the North half of Block 4, in the Subdivision of E.K. Hubbard's Executors' of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.in 20-02-309-007-0000

Parcel 2:

123086536.1

Schedule A to UCC Financing Statement

(Borrower)

Fannie Mae

4431-37 S Greenwood

Form 6421

12-17

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Chicago, IL 60653

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Lots 15 and 16, in Medill's Subdivision of the South half of Block 4 (except the North 16.5 feet there), in a Subdivision by Executors' of E.K. Hubbard of the East half of the Southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

TRACT 4:

Lot 1 and the North 18.00 feet of Lot 2 in Haines, Sidney & Layton's Resubdivision of Block 6 of Walker & Sunson's Subdivision of the West half of the Southwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Pin 20-02-311-011-0000 4500-06 S. Drexel  
Chicago, IL 60653

TRACT 5:

Parcel 1:

Lots 33 and 34 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in the Northwest quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Pin 20-11-102-006-0000 4737-39 S. Ingleside  
Chicago, IL 60615

Parcel 2:

Lots 29 and 30 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in the Northwest quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Pin 20-11-101-015-0000  
4746-48 S. Ingleside Chicago IL 60615

TRACT 6:

Lot 17 in Haines, Sidney and Layton's Subdivision of Block 6 of Walker and Stinson's Subdivision of the West Half of the Southwest Quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Pin 20-02-311-007-0000  
4547 S Cottage Grove, Chicago IL 60653