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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/15/2023 02:40 PM PG: 1 OF 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

13
213165

A. NAME & PHONE OF CONTACT AT FILER (optional) S. Shawn Whitney
B. E-MAIL CONTACT AT FILER (optional) swhitney@polsinelli.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Polsinelli PC Attn: S. Shawn Whitney 201 E. Las Olas Blvd, Suite 2250B Fort Lauderdale, FL 33301

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 Churchview Supportive Living Preservation, LP				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2601 W. 63rd Street		CITY Chicago	STATE IL	POSTAL CODE 60629
				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				
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 Zions Bancorporation				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 111 W. Washington St, Suite 1860		CITY Chicago	STATE IL	POSTAL CODE 60602
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A

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:

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EXHIBIT A

Financing Statement (continued)

Name of Debtor(s): Churchview Supportive Living Preservation, LP, an Illinois limited partnership.

Name of Secured Party: Zions Bancorporation, National Association, a national banking association

Item No. 4: This Financing Statement covers the following collateral of Debtor as described in the following:

1. Assignment and Subordination of Development Services Agreement dated March 1, 2023 by and between Debtor and Secured Party ("**Assignment – Development Agreement**"):

Debtor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Debtor's current and future development agreements for the finance the construction of 86 affordable housing units in Cook County, Illinois (the "**Project**") and all of Debtor's rights, title and interests therein, including any amendments or modifications thereto, and including without limitation that certain Development Agreement dated as stated in the Loan Agreement between Debtor and Greater Southwest Development Corporation, an Illinois not-for-profit corporation ("**Developer**"), a copy of which is set forth on Exhibit A of the Assignment – Development Agreement.

2. Assignment of Management Agreement and Subordination of Management Agreement dated March 1, 2023, by and between Debtor and Secured Party ("**Assignment – Management Agreement**"):

Debtor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Debtor's benefit in and to the Senior Assisted Living Facility Property Management Agreement, as amended (collectively, the "**Management Agreement**") dated July 29, 2022, by and between Debtor and Gardar Management Solutions Inc., an Illinois corporation (the "**Manager**"), said transfer and assignment to automatically become an absolute, unconditional assignment, at Secured Party's option, during the existence of an Event of Default under the Note, the Loan Agreement, the Mortgage or any of the other Loan Documents, including but not limited to escrow agreements, and the failure of Debtor to cure such Default within any applicable grace or cure period (and subject to required notice provisions, if any) specified in the Loan Agreement. Secured Party shall not be deemed by virtue of the Assignment- Management Agreement to have assumed any of the obligations of Debtor under the Management Agreement, each of which Debtor covenants and agreed to Secured Party to perform and observe as if the Assignment had not been made, and Debtor shall not be under any liability of any kind to Manager under, pursuant to, or in respect of the Management Agreement or by reason of any services furnished by Manager to or for the account or benefit of Debtor. Without limiting the foregoing, this Assignment shall not be deemed or construed to release or affect in any way the obligations of Debtor to Manager pursuant to the Management Agreement. Other than as further provided in Section 5 of the Assignment – Management Agreement, Secured Party agrees not to exercise any rights under the Assignment – Management Agreement except during the existence of an Event of Default and the failure of Debtor to cure such Default within any applicable grace or cure period specified in the Loan Agreement. Manager may rely conclusively upon any written notice given by Lender to Manager of the existence of an Event of Default. Upon and after the giving of such notice, and until further written notice from Secured Party to Manager, Secured Party may (but shall not be obligated to) exercise all rights, remedies, powers, privileges and discretions granted

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to Secured Party pursuant to this the Assignment – Management Agreement, including, without limitation, those afforded to Debtor pursuant to the terms and conditions of the Management Agreement, all of which are hereby assigned to Debtor.

3. Assignment of Architect’s Agreement and Plans and Specifications and Consent dated March 1, 2023, by and between Debtor and Secured Party (“*Assignment – Architect Agreement*”):

Debtor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Debtor’s right, title and interest in, to and under the following documents, instruments, together with all amendments, modifications and supplements thereto (collectively the “*Architectural Documents*”):

a. that certain Standard Form of Agreement Between Owner and Architect (the “*Architectural Agreement*”) dated March 10, 2022, executed by and between Assignor and WJW Architects, P.C., an Illinois corporation (“*Architect*”), a true and correct copy of which is attached to the Assignment-Architect Documents as Exhibit A, in which Architect agrees to provide architectural services relating to the Project as defined in that certain Construction Loan Agreement, executed by and between Debtor and Secured Party;

b. those certain architectural drawings, plans and specifications described on Exhibit B of the Assignment – Architect Agreement; and

c. all future drawings, plans and specifications prepared by Architect or any other entity in connection with the Project;

4. Assignment of Construction Documents dated March 1, 2023, by and between Debtor and Secured Party (the “*Assignment – Construction Documents*”)

Debtor hereby assigns, and does hereby grant a security interest to Secured Party, its successors and assigns, in and to, all of its right, title and interest in and to the following (referred to collectively herein as the “Collateral”):

a. that certain Standard Form of Agreement Between Owner and Contractor entered into between the Debtor, as owner, and TORO Construction, Corp. (the “*Contractor*”), and dated February 20, 2023 (such agreement, as it may from time to time hereafter be supplemented, modified or amended, is referred to herein as the “*Construction Contract*”);

b. any interests or rights Debtor may now or hereafter have in those certain subcontracts to perform portions of work under the Construction Contract (such agreements as they may from time to time hereafter be supplemented, modified or amended are herein collectively referred to as the “*Subcontracts*”); and

c. any other construction contracts now or hereafter entered into by Debtor in connection with the construction of the Project; provided, however, the Secured Party shall not have any obligation or liability of any kind under or with respect to the Collateral, either before or after its exercise of any rights hereby granted to it unless it assumes in writing the Construction Contract or Subcontracts, and the Debtor agrees to save and hold the Secured Party harmless of and from, and to indemnify them against, any and all such obligations and liabilities, contingent or otherwise except for Secured Party’s own gross negligence or willful misconduct (as determined by a final and non-appealable judgment or order of court of competent jurisdiction).

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5. a Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated March 1, 2023, by Debtor in favor of Secured Party (the "**Mortgage**");

Debtor hereby transfers, sets over and assigns to Secured Party all of Debtor's right, title, interest which Debtor now has or may later acquire in (i) all goods now owned or hereafter acquired by Debtor that are intended to be used or are actually used so as to become fixtures on the Land (as described on Schedule 1); (ii) all right, title and interest of Debtor in and to all equipment, furniture, trade fixtures and other personal property and construction materials and supplies used or intended to be used on the Land, whether or not stored on the Land; (iii) all of the Property (as defined in the Mortgage) which constitutes personal property or fixtures; (iv) all property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the Property is located including all goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, and securities located on or generated by or used in connection with the ownership or operation of the Property; and (v) with respect to the foregoing, all replacements and substitutions therefor, additions and accessions thereto and cash and non-cash proceeds thereof.

Debtor hereby transfers, sets over and assigns to Secured Party (i) all of Debtor's right, title, interest which Debtor now has or may later acquire in the UCC Collateral; and (ii) all right, title and interest of Debtor in and to all Rents and Lease(s).

All terms not expressly defined herein shall be deemed to have such meanings as stated in the Assignment – Management Agreement and Assignment – Development Agreement, Assignment – Construction Documents, Assignment – Architect Agreement and Mortgage

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

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LEGAL DESCRIPTION

SCHEDULE 1

***PARCEL 1:

LOTS 16 TO 25 IN BLOCK 16 IN COBE AND MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST HALF OF VACATED SOUTH TALMAN AVENUE ADJACENT TO AFORESAID LOTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR PRIVATE INGRESS AND EGRESS BENEFITTING PARCEL 1 PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 2003 AND RECORDED MARCH 27, 2003 IN THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 0030415529 UPON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: ✓

LOTS 16 THROUGH 23, BOTH INCLUSIVE, IN BLOCK 15, TOGETHER WITH THE WEST HALF OF VACATED SOUTH TALMAN AVENUE LYING EAST OF THE EAST LINE OF SAID LOT 16 IN BLOCK 15, ALL IN COBE & MCKINNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PERMANENT REAL ESTATE INDEX NUMBERS:

19-13-427-030-0000; 19-13-427-031-0000; 19-13-427-032-0000; 19-13-427-033-0000;
19-13-427-034-0000; 19-13-427-035-0000; 19-13-427-036-0000; 19-13-427-037-0000;
19-13-427-040-0000

COMMONLY KNOWN AS: 2626 W. 63RD STREET, CHICAGO, ILLINOIS 60629