

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE

STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

3941565

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee.
4. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party.
5. At the time of filing, filing officer will return third copy as an acknowledgement.

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This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
 Hanover Terrace Associates, Ltd.
 2230 Breezewood Terrace
 Hanover Park, Illinois 60103

Secured Party(ies) and address(es)
 Reilly Mortgage Group, Inc.
 2300 M Street, N.W.
 Washington, D.C. 20037

This Statement refers to original Financing Statement No. LR 3415287
 Date filed: January 28, 19 85 Filed with Cook Co. Recorder

- A. CONTINUATION . . . The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE . . . From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT . . . The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION . . . The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT . . . The financing statement bearing the above file number is amended:
 - To show the Secured Party's new address as indicated below;
 - To show the Debtor's new address as indicated below;
 - As set forth below.

Assignee: Government National Mortgage Association
15 Seventh Street, S.W.
Washington, D.C. 20410

 (Signature of Debtor) (Required) (Debtor)

Reilly Mortgage Group, Inc. (Secured Party)

Dated: _____ 19 _____ By [Signature] (Signature of Secured Party)

(1) FILING OFFICE COPY - ALPHABETICAL
Dorothy B. Hesseltom
 Vice President

This form of Financing Statement is approved by the Illinois Secretary of State.

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Property of Cook County Clerk's Office

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IDENTIFIED
No.
Register of Towns Trust
CHAS. WISELEY BRADY
C.T. J. BONELLI

CHICAGO TITLE INS

169-107

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EXHIBIT A

THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF LAKE STREET AND SOUTHEASTERLY LINE OF WALNUT AVENUE; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LAKE STREET, 200.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 793.82 FEET; THENCE NORTH 26 DEGREES 46 MINUTES 08 SECONDS EAST, 523.66 FEET; THENCE NORTH 46 DEGREES 31 MINUTES 08 SECONDS WEST, 228.57 FEET; THENCE SOUTHERLY AND WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.0 FEET, CHORD BEARING NORTH 68 DEGREES 25 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 118.85 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 256.27 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST, 244.69 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 160.03 FEET; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 108 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST, 200.0 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

Also described as :

LOTS 3 TO 12 IN J. R. WILLENS HANOVER TERRACE APARTMENTS, ASSESSMENT PLAT, A SUBDIVISION OF (EXCEPT THE WESTERLY 20 FEET OF THE SOUTHERLY 200 FEET) OUTLOT A AND LOTS 1 TO 11 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9 TOGETHER WITH A STRIP OF LAND 121 FEET WIDE LYING EASTERLY AND ADJOINING SAID OUTLOT A AND LOT 11 IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Parkside Place Apts, Hanover Park

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EXHIBIT "B" TO SECURITY AGREEMENT AND FINANCING STATEMENT

All of the following, which may be located on the premises of, relate to, or be used in connection with, construction, repair or operation of Parkside Apartments, DRG Case No. 4-84-341FS, located in Hanover Park, Illinois, in which Debtor has an interest now or hereafter existing or acquired:

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described on Exhibit A (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.

2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed by the parties to the Security Agreement and Financing Statement that all personal

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property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by this Security Agreement or Financing Statement, as applicable).

3. All of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made with respect to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property (including but not limited to destruction or decrease in value by fire or other casualty), all of which awards, rights thereto and shares therein are hereby assigned to the Creditor, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by the Creditor, of the indebtedness secured hereby.

4. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor; including but not limited to cash, bank accounts, certificates of deposit, securities, rents, rights of the Debtor (if any) to amounts held in escrow, insurance proceeds, condemnation rights, deposits, judgments, liens and causes of action, warranties and guarantees.

5. Land surveys, plans and specifications, drawings, briefs, and other work product of the Debtor or its employees, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair, or operation of the above project.

6. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

7. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.

8. Any of the above arising or acquired by the Debtor in the future.

9. Any of the above which may become fixtures by virtue of attachment to the real property described in Exhibit "A".

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