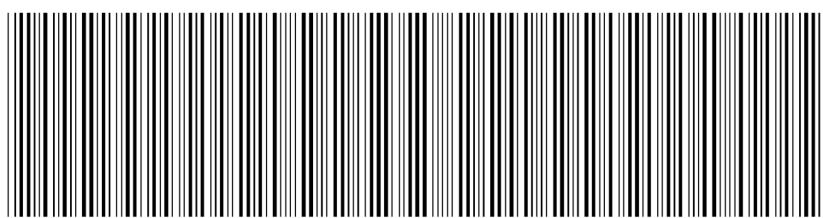


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2018120500713005002EE6D2

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

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PRESENTER:

INFINITY LAND SERVICES LLC IL8382
AS AGENT FOR OLD REPUBLIC
2361 NOSTRAND AVENUE, SUITE 802
BROOKLYN, NY 11210
718-338-4200
RAVEN@ILSTITLE.COM

RETURN TO:

CULLEN AND DYKMAN LLP
ATTN: MICHAEL L. DORNBAUM, ESQ.
100 QUENTIN ROOSEVELT BOULEVARD
GARDEN CITY, NY 11530

Borough

Block

Lot

PROPERTY DATA

Unit

Address

BROOKLYN 1743 13 Entire Lot 104-106 MARTIN LUTHER KING JR. PLACE

Property Type: RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

DEBTOR:

104-106 FLOYD ST LLC
199 LEE AVENUE, SUITE 869
BROOKLYN, NY 11211

SECURED PARTY:

POPULAR BANK
85 BROAD STREET, 10TH FLOOR
NEW YORK, NY 10004

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$ 0.00
Taxable Mortgage Amount:	\$ 0.00
Exemption:	
TAXES: County (Basic):	\$ 0.00
City (Additional):	\$ 0.00
Spec (Additional):	\$ 0.00
TASF:	\$ 0.00
MTA:	\$ 0.00
NYCTA:	\$ 0.00
Additional MRT:	\$ 0.00
TOTAL:	\$ 0.00
Recording Fee:	\$ 20.00
Affidavit Fee:	\$ 0.00

Filing Fee:

\$ 0.00
NYC Real Property Transfer Tax:
\$ 0.00
NYS Real Estate Transfer Tax:
\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 12-06-2018 09:31
City Register File No.(CRFN):
2018000402104



Annette M. Hill

City Register Official Signature

[REDACTED]

[REDACTED]

[REDACTED]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cullen and Dykman LLP
 100 Quentin Roosevelt Blvd.
 Garden City, NY 11530
 Attention: Michael L. Dornbaum, Esq.

IL8382

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
104-106 Floyd St LLC								
OR								
1c. MAILING ADDRESS		1d. TAX ID #: SSN OR EIN			1e. ADD'L INFO RE ORGANIZATION DEBTOR	1f. TYPE OF ORGANIZATION	1g. JURISDICTION OF ORGANIZATION	1h. ORGANIZATIONAL ID #, if any
199 Lee Avenue, Suite 869					LLC	New York		<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
OR								
2c. MAILING ADDRESS		2d. TAX ID #: SSN OR EIN			2e. ADD'L INFO RE ORGANIZATION DEBTOR	2f. TYPE OF ORGANIZATION	2g. JURISDICTION OF ORGANIZATION	2h. ORGANIZATIONAL ID #, if any
								<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
Popular Bank								
OR								
3c. MAILING ADDRESS		3d. TAX ID #: SSN OR EIN			3e. ADD'L INFO RE ORGANIZATION DEBTOR	3f. TYPE OF ORGANIZATION	3g. JURISDICTION OF ORGANIZATION	3h. ORGANIZATIONAL ID #, if any
85 Broad Street						New York		<input type="checkbox"/> NONE

4. This FINANCING STATEMENT covers the following collateral:

See annexed Exhibit A.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
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6. This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum If applicable7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

00141-00461 Kings County

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME 104-106 Floyd St LLC		
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME,SUFFIX		

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR 11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
<input type="checkbox"/> NONE					

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR 12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers limber to be cut or as-extracted collateral, or is filed as a fixture filing.**16. Additional collateral description:****14. Description of real estate:**

104-106 Floyd Street a/k/a 104-106
 Martin Luther King Jr. Place
 Block: 1743
 Lot: 13
 County: Kings
 State: New York

**15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):****17. Check only if applicable and check only one box.**Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate**18. Check only if applicable and check only one box.** Debtor is a TRANSMITTING UTILITY Filed in connection with a Manufactured-Home Transaction — effective 30 years Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Debtor: 104-106 Floyd St LLC
Secured Party: Popular Bank

This financing statement covers all of Debtor's right, title and interest in and to the following property, whether now owned or hereafter acquired or created (collectively, the "Property"):

A. All the land located in the County of Kings, City of New York and State of New York described in Schedule A annexed hereto and made a part hereof (the "Land");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements");

TOGETHER with all and singular rights, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, including, but not limited to:

C. All fixtures, machinery, appliances, materials, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Debtor and located in or on, or attached to, or used, or intended to be used, in connection with the operation of, or with construction on, the Land or the Improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made by the Debtor or on its behalf with regard thereto (the "Personal Property");

D. All right, title and interest of the Debtor, if any, in and to the land in the bed of the streets or highways abutting the Land to the center line thereof; all easements, rights of way, strips and gores of land, streets, ways, sidewalks, curbs, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, remainders, reversions and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor (the "Appurtenances");

E. All leases, lettings, occupancy agreements and licenses (collectively, the "Leases") of the Land and/or the Improvements or any part thereof now or hereafter entered into and all right, title and interest of the Debtor thereunder (including, without limitation, the cash and securities deposited thereunder), the right to receive and collect the rents, issues and profits from the Leases (the "Rents") and all the estate, right,

title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to, and all proceeds of any sales or other dispositions of, the property described in Paragraphs (A), (B), (C) and (D) above and this Paragraph (E);

F. All proceeds of and any unearned premiums on any insurance policies covering the Improvements or the Personal Property or the Rents including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof;

G. All awards ("Awards"), heretofore made and hereafter to be made by any municipal, state or federal authorities to the Debtor and all subsequent owners of the property described above in Paragraphs (A) through (E) including any awards for any changes of grade of streets affecting the property described above in Paragraphs (A) through (E) as the result of the exercise of the power of eminent domain;

H. All plans, drawings, specifications, site plans, subdivision maps, sketches, samples, contracts and agreements, however characterized from time to time prepared for use in connection with the development of the Land and the construction of the Improvements;

I. All contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, and supply of any materials or the conduct of operations in and the management of the Property including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, however characterized, affecting the Land and/or the Improvements or the public improvements required to be installed under the terms of governmental approvals relating to the subdivision in which the Land is a part;

J. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished whether necessary or not, for the operation and use of the Land and/or the Improvements and/or any other portion of the Property including, without limitation, certificates of occupancy, building permits, environmental certificates, certificates of operation, warranties and guarantees; and

K. All the other estate, right, title, interest, use, possession, property, claim and demand whatsoever, contract rights, general intangibles, actions and rights in action, relating to the property described above in Paragraphs (A) through (J) and proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Martin Luther King Place, distant 150 feet easterly from the southeasterly corner of Floyd Street and Marcy Avenue;

RUNNING THENCE southerly parallel with Marcy Avenue, 100 feet;
THENCE easterly parallel with Martin Luther King Place, 50 feet;

THENCE northerly parallel with Marcy Avenue, 100 feet to the southerly side of Martin Luther King Place;

THENCE westerly along the southerly side of Martin Luther King Place, 50 feet to the point or place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: 104-106 Martin Luther King Jr. Place, Brooklyn, NY a/k/a Block 1743 Lot 13 on the KINGS County Tax Map.