

# UNOFFICIAL COPY



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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/27/2011 10:48 AM Pg: 1 of 7

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] SAIKAT RAY & 877-873-6990
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  GMAC ATTN: UNIFORM COMMERCIAL CODE/UCC PO BOX 29057 HOT SPRINGS, AR 71903-9057

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0319033018 ORIGINAL FILING DATE: 07/09/2003	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
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2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME ETTLESON CADILLAC-BUICK-PONTIAC-GMC, INC.			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME ETTLESON CADILLAC-BUICK-GMC, INC.			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 6201 LAGRANGE ROAD	CITY HODGKINS	STATE IL	POSTAL CODE 60525	COUNTRY
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7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION CORPORATION	7f. JURISDICTION OF ORGANIZATION ILLINOIS	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME GMAC			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
BC 154,PDN 40128, DEBTOR NAME CHANGE ,FILING IN COOK COUNTY ILLINOIS, XZLBL1

SPS M SCY ENT

**UNOFFICIAL COPY****UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0319033018 ORIGINAL FILING DATE: 07/09/2003

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

GMAC

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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SEE ADDENDUM ATTACHED HERETO.

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**UNOFFICIAL COPY****EXHIBIT A  
TO UCC-1**

Debtor: Ettleson Cadillac-Buick-Oldsmobile, Inc.

The Financing Statement to which this Exhibit A is attached covers all of the following types or items of property:

All of Debtor's assets, including but not limited to the following:

(i) monies, all of the Accounts, including, but not restricted to accounts receivable, deposit accounts, lease payments, contracts, contract rights, documents, letter-of-credit rights, software, supporting obligations, general intangibles, security agreements, refunds, rebates, payment intangibles, promissory notes, investment property, chattel paper and instruments, now existing or hereafter arising; (ii) all guarantees of existing and future Accounts, General Intangibles, Chattel Paper and Instruments and all other security held by the Debtor for the payment and satisfaction thereof; (iii) all of the Inventory, now owned or hereafter acquired, and all fixed assets, including all Equipment, now owned or hereafter acquired; (iv) all of the fixed assets and Equipment, now owned or hereafter acquired; (v) all of the books and records which relate to the Inventory, Equipment, Accounts, Improvements, General Intangibles, Chattel Paper and Instruments or guarantees thereof; (vi) all of the Improvements, now existing or hereafter arising, all guarantees of the existing and future Improvements, and all security held by Debtor for the payment and satisfaction thereof; (vii) Open Accounts; (viii) all Commercial Tort Claims; (ix) all other "Personal Property"; (x) Parts and Accessories; (xi) all insurance on all of the foregoing and the proceeds of that insurance; (xii) all cash and noncash proceeds and products of all of the foregoing and the proceeds and products of other proceeds and products; and (xiii) all replacements, substitutions, or additions, accessions, or increases in or to any of the above.

As used herein, the following terms shall have the following meanings:

1.1 "Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term "Account" includes health-care-insurance receivables and any right of the Debtor to payment for goods sold or leased or for services rendered or money loaned which is not evidenced by an instrument or chattel paper (as those terms are defined in the Uniform Commercial Code). Account also includes all monies, credit, contract rights, general intangibles, and accounts now due or to become due from any foreign or domestic motor vehicle manufacturer, distributor, wholesaler, auctioneer, or seller.

1.2 "Account Debtor" means a person who is obligated on an Account, chattel

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paper or general intangible.

1.3 "Open Accounts" means all sums due and to become due from the Cadillac, Buick and Oldsmobile Divisions of General Motors Corporation, which include accounts now accrued or hereafter accruing, including all open accounts, factory hold-back accounts, discount receivables, warranty claims, price protection allowances, and any and all other allowances, credits, or incentive program.

1.4 "Chattel Paper" means a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specified goods and a license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or covered under a lease of the goods and includes a monetary obligation with respect to software used in the goods. Chattel Paper includes tangible chattel paper evidenced by a record or records consisting of information that is inscribed on a tangible medium and electronic chattel paper evidenced by a record or records consisting of information stored in an electronic medium.

1.5 "Deposit Account" means a demand, time, savings, passbook, nonnegotiable certificates of deposit, uncertificated certificates of deposit, non-transferrable certificates of deposit or similar account maintained with a bank.

1.6 "Equipment" means goods other than inventory, farm products or consumer goods as those terms are defined in the Uniform Commercial Code. The term "Equipment" includes but is not limited to fixtures, a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods. Equipment also includes machinery, appliances, tools, furniture and tangible personal property, used or bought for use primarily in Debtor's business of every nature, presently existing or hereafter acquired or created, wherever located; and all additions, accessories and improvements thereto and substitutions therefor and all parts which may be attached to or which are necessary for the operation and use of such personal property, whether or not the same shall be deemed to be affixed to real property. All Equipment is and shall remain personal property irrespective of its use or manner of attachment to real property.

1.7 "Fixtures" means all fixtures and personal property now or at any time hereafter annexed, affixed or attached to any real property owned or leased by Debtor including the real property described on Exhibit "B" attached hereto and/or the Improvements thereon and all replacements, additions and substitutions thereof or thereto, including but not limited to all apparatus, appliances, machinery, equipment, and articles used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation, and sprinkler systems, all fire prevention and extinguishing apparatus, all window shades, drapes, drapery equipment, carpeting, tile and floor coverings, all wall coverings, all security and access control apparatus, and all trees, plants and

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landscaping.

1.8 "General Intangibles" means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles includes but is not limited to payment intangibles, software and product specifications, as well as judgments, patents, copyrights, trademarks, other intellectual property, trade secrets, franchise agreements, franchise rights, license agreements, licenses, trade names, service marks, corporate names, business names, fictitious business names, logos, trademark licenses, goodwill and all applications for, and registrations of, and recordings of and licenses of any of the foregoing.

1.9 "Goods" means all things that are movable when a security interest attaches, including without limitation, (i) fixtures, (ii) a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (a) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (b) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods.

1.10 "Improvements" means and includes without limitation all buildings, improvements and structures at any time, now or hereafter erected, situated, or placed on any real property owned or leased by Debtor.

1.11 "Instrument" means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment.

1.12 "Inventory" means goods, other than farm products, which are (i) leased by a person as lessor, (ii) held by a person for sale or lease or to be furnished under a contract of service, (iii) furnished by a person under a contract of service, (iv) or consist of raw materials, work in progress, or materials used or consumed in a business. Inventory shall include tangible personal property held for sale or lease, such as and including new and used motor vehicles, trailers, semi-trailers, now owned or hereinafter acquired from manufacturers, distributors, or sellers, whether by way of sale, purchase, replacement, substitution, addition, or otherwise, or to be furnished under contracts of service, raw materials, work in process and materials used, produced or consumed in the Debtor's business, and shall include tangible personal property returned to the Debtor by a purchaser thereof following the sale or lease thereof by the Debtor. All equipment, accessories and parts related to, attached to or added to items of Inventory or used in connection therewith and all accessions thereto shall be deemed to be part of the Inventory.

1.13 "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account as defined in the Uniform Commercial Code.

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1.14 "Letter-of-credit Right" means a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

1.15 "Person" means an individual, a corporation, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest or any other legal or commercial entity.

1.16 "Parts and Accessories" shall mean and include all parts and accessories for new and used motor vehicles, trucks and trailers.

1.17 "All other Personal Property" includes without limitation and is not limited to management contracts, construction contracts, architectural contracts, service contracts for purchase and sale, purchase orders, equipment and real estate leases, monies in escrow accounts, reservation agreements, unpaid expenses, deposits, rental income and down payments with respect to the sale or rental of any of Debtor's property (real or personal), options and agreements with respect to additional real property or purchasing real property, or leases, surveys, abstracts of title, all brochures, and advertising materials, including all indebtedness due from any third party.

1.18 "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation.

1.19 "Proceeds" means (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (ii) whatever is collected on, or distributed on account of the Collateral, (iii) rights arising out of the Collateral, (iv) to the extent of the value of the Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, or (v) to the extent of the value of the Collateral and to the extent payable to the Debtor or the Secured Party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral. Proceeds include but are not limited to any insurance and/or insurance proceeds in all of the foregoing.

1.20 "Software" means a computer program and any supporting information provided in connection with a transaction relating to the program.

1.21 "Supporting obligation" means a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument or investment property.

1.22 "Uniform Commercial Code" means Article 9 of the Uniform Commercial Code as adopted by, and in effect in, the State of Illinois.

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## EXHIBIT B

THAT PART OF LOT 15 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16; AND THAT PART OF LOT 1 AND LOT 2 AND THE NORTHERLY HALF OF THE PUBLIC ALLEY LYING SOUTH AND ADJOINING SAID LOT 1 AND LOT 2 IN BLOCK 1 IN SOUTH LAGRANGE SUBDIVISION OF PART OF SECTION 16, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN TOGETHER AS A TRACT, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 58 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 16 A DISTANCE OF 50.00 FEET TO A POINT IN THE EAST LINE OF LAGRANGE ROAD; THENCE NORTH 0 DEGREES 04 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE 330.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 43 SECONDS EAST 10.00 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE 86.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE EAST LINE OF SAID LAGRANGE ROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1 NORTH 0 DEGREES 04 MINUTES 17 SECONDS WEST 229.22 FEET; THENCE
- 2 NORTH 89 DEGREES 55 MINUTES 43 SECONDS EAST 45.00 FEET; THENCE
- 3 NORTH 0 DEGREES 04 MINUTES 17 SECONDS WEST 20.00 FEET; THENCE
- 4 SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST 45.00 FEET; THENCE
- 5 NORTH 0 DEGREES 04 MINUTES 17 SECONDS WEST 250.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF NORTH 20 DEGREES 54 MINUTES 52 SECONDS EAST A DISTANCE OF 21.98 FEET; THENCE SOUTH 54 DEGREES 56 MINUTES 42 SECONDS EAST 184.86 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST 380.00 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 38 SECONDS EAST 307.85 FEET; THENCE SOUTH 60 DEGREES 50 MINUTES 40 SECONDS WEST 51.43 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 493.87 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Tax No. 18-16-410-018  
18-16-410-025

Address: 6201 S. LaGrange Rd.  
Hodgkins, IL 60525

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