

# UNOFFICIAL COPY



Doc#: 1125534037 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/12/2011 09:51 AM Pg: 1 of 6

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
	Phone (800) 331-3282 Fax (818) 662-4141
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 9418 BB & T - MASTER	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	29723485  ILIL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0630622016 11/02/06 CC IL Cook+	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 the 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 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: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 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 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME LD ROSE LTD				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.  
See Attached Schedule 1

S Y  
P 6  
S N  
M N  
SC Y  
E Y  
INT Y

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 BRANCH BANKING AND TRUST COMPANY				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
29723485 Debtor Name: LD Rose Ltd 5118350

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

0630622016 11/02/06 CC IL Cook+

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

12a ORGANIZATION'S NAME

BRANCH BANKING AND TRUST COMPANY

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Description: See attached. Parcel ID: 27-34-113-0150000

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0830622016 Page: 3 of 6

**SCHEDULE 1****DEBTOR: L.D. ROSE, LTD.****SECURED PARTY: BRANCH BANKING AND TRUST COMPANY****DESCRIPTION OF COLLATERAL:**

All of the following property of the Debtor, whether now owned or hereafter acquired or arising, including without limitation, on the real property located at 9430/9432 179<sup>th</sup> Street, Tinley Park, Illinois 60477:

1. All rights of the Debtor to payment for goods sold or leased, or to be sold or to be leased, or for services rendered, however evidenced or incurred, including, without limitation, all accounts, instruments, chattel paper and general intangibles, all returned or repossessed goods and all books, records, computer tapes, programs, and ledger books arising from or relating thereto, whether now owned or hereafter acquired or arising.
2. All inventory of Debtor, whether now owned or hereafter acquired, wherever located, including, without limitation, all goods of Debtor held for sale or lease or furnished or to be furnished under contract of service, all goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, all raw materials, work-in-progress, finished goods and supplies used or consumed in Debtor's business, together with all fixtures, replacements, substitutions, replacements, parts, additions, accessories and all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders, for the delivery of all, or any portion, of the foregoing.
3. All equipment of the Debtor, including, without limitation, all machinery, furniture, furnishings, household improvements, fixtures, building, dies and tools and personal property of any kind of Debtor, together with all accessories and attachments thereto, all replacements and substitutes used or useful in the Debtor's business, whether now owned or hereafter acquired or arising. Some of the foregoing are or may be real fixtures affixed to the real property described herein.
4. All of Debtor's present and future right, title and interest in and to all contracts, agreements, plans, governmental authorizations, permits, licenses, approvals, permits and other documents that concern or relate to the Land or the business of the Debtor and/or the construction of improvements on the Land.
5. All property of Debtor left with Secured Party or in its possession now or hereafter and any balance or deposit account of Debtor and all drafts, checks and other items deposited in or with Lender by Debtor for collection or safekeeping, with full

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0630622016 Page: 4 of 6

authority given Secured Party, upon the occurrence of any Event of Default as set forth in the various loan documents between Debtor and Secured Party, to charge any or all such indebtedness of Debtor without notice or demand against any obligation secured hereby.

6. All general intangibles now owned or hereafter acquired by the Debtor.

7. All proceeds and proceeds (including insurance proceeds, pre-petition and post-petition bankruptcy proceeds) arising from or in any way relating to any or all of the collateral described above.

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0630622016 Page: 5 of 6

**EXHIBIT "A"**

The Loan secured by this Note was made under a United States Small Business Administration (SBA) loan guarantee program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to avoid any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

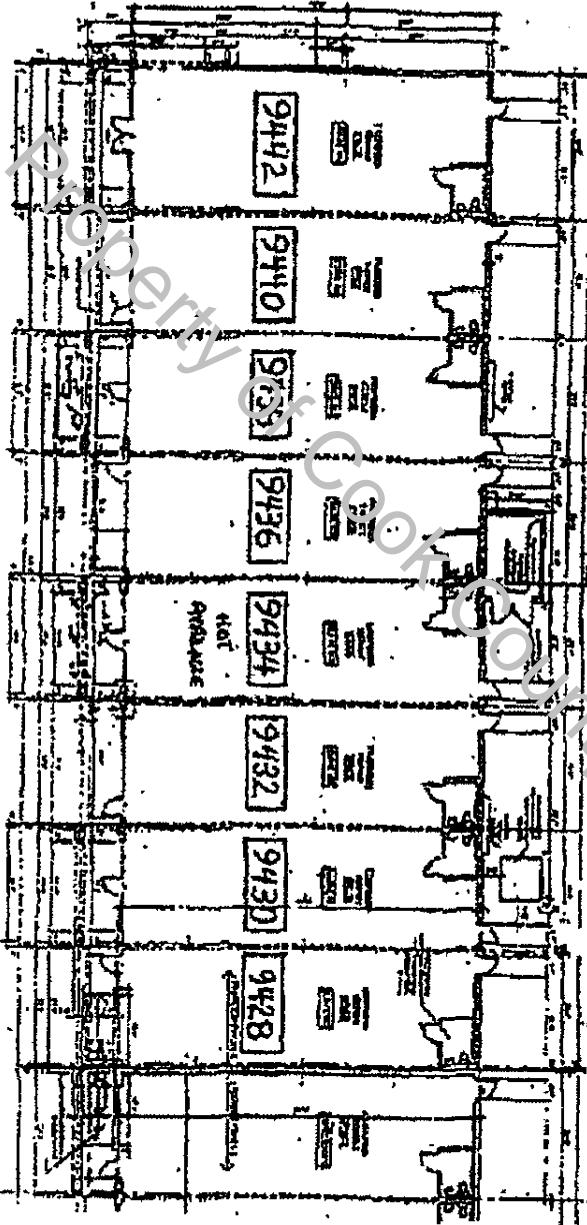
The Debtor shall pay all of the Secured Party's reasonable "out of pocket" costs incurred in any proceeding in any Bankruptcy proceeding filed by or against the Secured Party, which shall include, but shall not be limited to filing a Proof of Claim, motions to obtain Relief of Stay or secure Adequate Protection, and any adversary action in Bankruptcy.

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Clerk's Office

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## EXHIBIT "B" CENTURY PLAZA PHASE 2 LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

That part of Lot 1 in Century Plaza subdivision of Lots 1 and 2 in Century Plaza subdivision being a subdivision of Lot 2 in Precinct Class Commercial Subdivision of Lot 68 in Precinct Class West being a subdivision of part of the Northwest 1/4 of Section 34, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 12, 2005 as Document No. 051121 6878, being Western of the following described line 157' long at a point on the South line of said Lot 1 a distance of 181.82 feet East of the Northwest corner of said Lot 1 (see plat thereof along said South Range Section North-south 181.82 feet long a line that forms an angle of 90 degrees from said South line) 157' long along a line 411' East along a line that forms an angle of 90 degrees from the aforesaid line; thence North-south 102.92 feet along a line 411' East from a point on the North line of said Lot 1 a distance of 102.92 feet East of the Northwest corner of said Lot 1 (as measured along said North line); Cook County, Illinois.



PROPERTY RECORDS DIVISION  
ILLINOIS DEPARTMENT OF REVENUE

PARCEL ID #27-34-113-0150000