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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc#: 1522239073 Fee: \$72.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/10/2015 02:26 PM Pg: 1 of 9

A NAME & PHONE OF CONTACT AT FILER (optional)
Jamie Wunder, 770-405-0700

B E-MAIL CONTACT AT FILER (optional)
jwunder@osnational.com

C SEND ACKNOWLEDGMENT TO: (Name and Address)

OS National, LLC
Attn: Jamie Wunder
2170 Satellite Blvd., Suite 450
Duluth, GA 30097

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE NUMBER
Instrument # 1427429118

1b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2 TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3 ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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

5 PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to:

CHANGE: name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6 CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a ORGANIZATION'S NAME

OR

6b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7 CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a ORGANIZATION'S NAME
WILMINGTON TRUST, NATIONAL ASSOCIATION FOR THE BENEFIT OF THE HOLDERS OF B2R MORTGAGE *

OR

7b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c MAILING ADDRESS

1100 North Market Street	Wilmington	DE	19890	USA
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8 COLLATERAL CHANGE: Also check one of these four boxes ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

*TRUST 2015-1 MORTGAGE PASS-THROUGH CERTIFICATES

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) if this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a ORGANIZATION'S NAME
B2R FINANCE L.P.

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10 OPTIONAL FILER REFERENCE DATA
B2R 2015-1/Springview - Harold Willig/Springview Investments II IL I LLC/COOK/IL

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

Instrument # 1427429118

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

B2R Finance L.P.

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

Springview Investments II LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral)

15. This FINANCING STATEMENT AMENDMENT

 covers timber to be cut covers as extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest).

17. Description of real estate.

See Attached Exhibit "A"

18. MISCELLANEOUS:

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SCHEDULE A

DEBTOR: SPRINGVIEW INVESTMENTS II IL I LLC

SECURED PARTY: B2R FINANCE L.P.

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. Property Mortgaged. Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates thereon which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain security instrument from Debtor to Secured Party ("Mortgage");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as defined in the Mortgage), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon

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or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, wind driven facilities, solar power facilities and related power infrastructure, cell towers, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as defined in the Mortgage), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Mortgage and all proceeds and products of any of the above;

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(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land (including, without limitation, any subsurface rights) and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title

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and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Rent Deposit Account Control Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets/instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(q) Minerals. All minerals, oil, gas, shale, crops, timber, trees, shrubs, flowers and landscaping features and rights (including, without limitation, extracting rights) now or hereafter located on, under or above Land;

(r) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and

(s) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above, AND without limiting any of the other provisions of the Mortgage, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Mortgage be deemed conclusively to be real estate and mortgaged hereby.

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT NUMBERED 340 IN LYNWOOD TERRACE UNIT NUMBER 3, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 33-07-320-003

Commonly known as 19813 Crescent Drive, Lynwood, IL 60411

LOT NUMBERED 123 IN WOODGATE GREEN UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JULY 13, 1972 AS INSTRUMENT NO. 21974684 IN COOK COUNTY, ILLINOIS.

Parcel ID: 31-17-212-004-0000

Commonly known as 5822 Allemong Drive, Matteson, IL 60443

LOT 7 IN J.E. MERRION'S COUNTRY CLUB HILLS UNIT NO. 13, A SUBDIVISION OF PART OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 21, 1971 AS DOCUMENT NUMBER 2582610, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-34-205-012-0000

Commonly known as 17540 Sycamore, Country Club Hills, IL 60478

LOT 78 IN J.E. MERRION'S COUNTRY CLUB HILLS, UNIT NO. 8, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-34-115-022

Commonly known as 17526 Hawthorne, Country Club Hills, IL 60478

LOT 663 IN HAZEL CREST HIGHLAND 11TH ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 26, PART OF THE SOUTHEAST 1/4 OF

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SECTION 26, PART OF THE NORTHWEST 1/4 OF SECTION 26 AND PART OF THE SOUTHWEST 1/4 OF SECTION 26 ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-26-122-009-0000

Commonly known as 17006 South Central Pk, Hazel Crest, IL 60429

THE WEST 1/2 OF LOT 45 IN HOME WOOD GARDENS ACRE NUMBER 2 A SUBDIVISION OF (EXCEPT THE EAST 1/4 THE SOUTH 2/3 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-36-304-043-0000

Commonly known as 3118 West 183rd Street, Homewood, IL 60430

THE EAST 26 FEET OF LOT 38 AND THE WEST 22 FEET OF LOT 39, EXCEPTING THEREFROM THE NORTH 13.4 FEET OF GEORGE W. WALKER'S ADDITION TO MATTESON, ILLINOIS, A SUBDIVISION OF THAT PART OF LOT 2 OF LEWIS, MILLER AND LEWIS' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S RIGHT OF WAY, EXCEPTING THEREFROM THE EAST 481.466 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID LOT 2, ALL IN COOK COUNTY, ILLINOIS, AND A RE-SUBDIVISION OF LOTS 4, 5 AND 8 IN BLUME'S SUBDIVISION OF THE EAST 481.466 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID LOT 2, EXCEPT THE EAST 150 FEET OF THE NORTH 322 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

Parcel ID: 31-26-110-064-0000

Commonly known as 3846 217th Street, Matteson, IL 60443

THE EAST 80 FEET OF THE WEST 380 FEET OF LOT "A" (MEASURED ALONG THE SOUTH LINE OF SAID LOT "A" IN THE SUBDIVISION OF LOT 10, (EXCEPT THE WEST 115 AND FIVE-TENTHS FEET THEREOF OF VAN VUUREN'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 15, AND PART OF THE NORTHWEST QUARTER OF SECTION 15, ALSO A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHEAST QUARTER, 14.510 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 53 DEGREES, 45 MINUTES EAST 2.14 CHAINS THENCE SOUTH 5 DEGREES WEST 3.60 CHAINS TO THE CALUMET RIVER, THENCE WEST ALONG THE CALUMET RIVER TO A POINT 15.90 CHAINS EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER THENCE NORTH 3.89 CHAINS TO

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THE NORTH LINE OF SAID SOUTHEAST QUARTER 15.90 CHAINS, WEST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER THENCE EAST 9.745 CHAINS TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE VILLAGE OF SOUTH HOLLAND, COUNTY OF COOK, IN THE STATE OF ILLINOIS.

Parcel ID: 29-15-203-026

Commonly known as 602 East 158th Street, South Holland, IL 60473

LOT 5 IN BLOCK 6 OF WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS, ON MAY 19, 1959 AS DOCUMENT NUMBER 1861915 IN COOK COUNTY, ILLINOIS.

Parcel ID: 28-22-303-005-0000

Commonly known as 16452 George Drive, Oak Forest, IL 60452

LOT 3 IN WILLOW COURTS FIRST ADDITION BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 30, 1964, AS DOCUMENT NUMBER 2188812.

Parcel ID: 29-22-412-024

Commonly known as 16620 Langley, Country Club Hills, IL 60478