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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



1532839008

Doc#: 1532839008 Fee: \$64.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/24/2015 09:10 AM Pg: 1 of 14

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141
B. E-MAIL-CONTACT AT FILER (optional)
CLS-CTLS\_Glendale\_Customer\_Service@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11573 - ISTAR
CT Lien Solutions 50879923
P.O. Box 29071
Glendale, CA 91209-9071 ILIL
FIXTURE

File with: Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
01U02898 3/27/2001 CC IL Cook
1b. [X] 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. [X] 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: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] 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
Toyota on Western, Inc.
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

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
FALCON AUTO DEALERSHIP LOAN TRUST 2001-1
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Toyota on Western, Inc.
50879923 817014

S V
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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

### FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
01U02898 3/27/2001 CC IL Cook

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

12a. ORGANIZATION'S NAME

FALCON AUTO DEALERSHIP LOAN TRUST 2001-1

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

Toyota on Western, Inc.

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

Toyota on Western, Inc. - 6941 South Western Avenue , Chicago, IL 60636

Secured Party Name and Address:

FALCON AUTO DEALERSHIP LOAN TRUST 2001-1 - 140 Broadway 12th Floor, New York, NY 10005-1180

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:

Schnur Property Corporation  
6941 South Western Avenue  
Chicago, Illinois 60636  
see attached for legal description.

Parcel ID:  
36-4422252

18. MISCELLANEOUS: 50879923-IL-31 11573 - ISTAR FINANCIAL INC. FALCON AUTO DEALERSHIP LOAN File with: Cook, IL 817014

**UNOFFICIAL COPY****RIDER TO UCC-1 FINANCING STATEMENT**

Name and address of Debtor: SCHNUR PROPERTY CORPORATION  
6941 South Western Avenue  
Chicago, Illinois 60636

Taxpayer Identification Number  
of Debtor: 36-4422252

Name and address of Debtor: TOYOTA ON WESTERN, INC.  
6941 South Western Avenue  
Chicago, Illinois 60636

Taxpayer Identification Number  
of Debtor: \_\_\_\_\_

Name and address of Secured Party: Falcon Financial, LLC  
2015 West Main Street  
Stamford, CT 06902

Taxpayer Identification Number  
of Secured Party: 06-1434806

Business: The business operated under the following trade name at the following  
address:

<u>Trade Name</u>	<u>Address</u> (See Exhibit A for more specific description)
Toyota on Western	6941-59, 6932 and 7018 South Western Avenue Chicago, Illinois

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A (the "Real Property") or in the above described business (the "Business"), or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Business (hereinafter collectively called the "Equipment");

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(b) All estate, right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Business or to the present or future operation or occupancy of the Business, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and the Business or to the present or future operation or occupancy of the Real Property and the Business, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and the Business and all other agreements affecting or relating to the use, enjoyment or occupancy of the Business but in each case excluding all Excluded Collateral (as defined below);

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and the Business and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Business or the present or future operation or occupancy of the Business, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or the Business, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to the Real Property, the Business, or any other collateral all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Loan Documents;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property, the Business, or the Collateral (as defined below) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory, excluding motor vehicles, held or maintained at the Business, or otherwise used in the ownership or operation of the Business, together with all additions

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and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

(h) All income and proceeds of any and all of the above items (a) through (g). All such items (a) through (h) being sometimes referred to as the "Collateral".

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the foregoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral."

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## EXHIBIT A

**LEGAL DESCRIPTION:**

**PARCEL 1:**

LOTS 41 THROUGH 56 INCLUSIVE, IN ENGLEWOOD ON THE HILL, THIRD ADDITION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 157 THROUGH 168 INCLUSIVE IN BRITIGAN'S WESTWOOD, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SECTION 24) IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 175 THROUGH 182 IN BRITIGAN'S WESTWOOD, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 (EXCEPT THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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## EXHIBIT A

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LOTS 173 THROUGH 174 IN BRITIGAN'S WESTWOOD, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 (EXCEPT THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 24) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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## RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor: SCHNUR PROPERTY CORPORATION  
6941 South Western Avenue  
Chicago, Illinois 60636

Taxpayer Identification Number  
of Debtor: 36-4422252

Name and address of Debtor: TOYOTA ON WESTERN, INC.  
6941 South Western Avenue  
Chicago, Illinois 60636

Taxpayer Identification Number  
of Debtor: \_\_\_\_\_

Name and address of Secured Party: Falcon Financial, LLC  
2015 West Main Street  
Stamford, CT 06902

Taxpayer Identification Number  
of Secured Party: 06-1484806

Business: The business operated under the following trade name at the following  
address:

<u>Trade Name</u>	<u>Address</u> (See Exhibit A for more specific description)
Toyota on Western	6941-59, 6932 and 7018 South Western Avenue Chicago, Illinois

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A (the "Real Property") or in the above described business (the "Business"), or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Business (hereinafter collectively called the "Equipment");



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(b) All estate, right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Business or to the present or future operation or occupancy of the Business, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and the Business or to the present or future operation or occupancy of the Real Property and the Business, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and the Business and all other agreements affecting or relating to the use, enjoyment or occupancy of the Business but in each case excluding all Excluded Collateral (as defined below);

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and the Business and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Business or the present or future operation or occupancy of the Business, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or the Business, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to the Real Property, the Business, or any other collateral all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Loan Documents;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property, the Business, or the Collateral (as defined below) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory, excluding motor vehicles, held or maintained at the Business, or otherwise used in the ownership or operation of the Business, together with all additions

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and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

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## EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

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PARCEL 2:

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Business: The business operated under the following trade name at the following address:

Trade Name Address (See Exhibit A for more specific description)

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PARCEL 3:

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Property of Cook County Clerk's Office