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1635042022

Doc# 1635042022 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/15/2016 10:11 AM PG: 1 OF 5

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
T. Randall Graeb, Esq.

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison, Suite 3900
Chicago, IL 60606

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1600410002 01/04/2016

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

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:

All of Debtor's right, title and interest in, to and under that collateral described on Schedule 1 attached hereto and made a part hereof which is located on or related to the real property described on Exhibit A attached hereto and made a part hereof.

Box 400

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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
USA LIFE INSURANCE COMPANY

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with: IL - Cook County Recorder; Debtor: CPUS GLEN POINTE, LPCM # USRE-0074

F#548563
A#763010

International Association of Commercial Administrators (IACA)

8979494PK (3) all

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1600410002 01/04/2016	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form	
12a. ORGANIZATION'S NAME USAA LIFE INSURANCE COMPANY	
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 CPUS GLEN POINTE, LP			
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:

Legal description attached hereto as Exhibit A and incorporated herein by reference.

18. MISCELLANEOUS:

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Debtor – CPUS GLEN POINTE, LP
Secured Party – USAA Life Insurance Company

EXHIBIT A

Legal Description

Parcel 1:

LOT 4 IN WILLOW-SANDERS DEVELOPMENT SECOND RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN WILLOW-SANDERS DEVELOPMENT FIRST RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 30, 2014 AS DOCUMENT NUMBER 1436429000, IN COOK COUNTY, ILLINOIS.

Parcel 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS RECORDED NOVEMBER 5, 2009 AS DOCUMENT 0930939049, AS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS RECORDED JUNE 18, 2013 AS DOCUMENT 1316929052, RERECORDED AUGUST 12, 2013 AS DOCUMENT NUMBER 1322412046, SECOND AMENDMENT RECORDED AUGUST 6, 2015 AS DOCUMENT NUMBER 1521819028 AND ADDENDUM RECORDED AUGUST 6, 2015 AS DOCUMENT NUMBER 1521819029, FOR STORMWATER MANAGEMENT FACILITIES, ACCESS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS; UTILITIES; SIGNAGE; AND MAINTENANCE OVER AND UPON THE EASEMENT AREAS MORE PARTICULARLY DESCRIBED IN SECTION 9 AND EXHIBITS B-1, B-2 AND B-3 AND AS SHOWN ON EXHIBIT E OF SAID FIRST AMENDMENT.

For information purposes only:

Address: 3750 Willow Road, Glenview, Illinois *babe 2*

PIN(s): 04-18-401-0⁴6-0000
04-19-201-061-0000

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Debtor – CPUS GLEN POINTE, LP
Secured Party – USAA Life Insurance Company

EXHIBIT B TO UCC FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the “Collateral”):

- A. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, and any modifications, renewals and extensions thereof, covering or affecting the real estate described in Exhibit A to this Financing Statement (the “Land”) or any buildings or improvements belonging or in any way appertaining thereto, or any part thereof, and including any lease guarantees;
- B. All the rents, income, revenues, issues, uses, profits, lease renewal and termination fees, security and other deposits (whether in the form of cash, letter of credit, promissory note or other instrument) made or hereafter made in respect of the Leases (collectively, the “Rents”), insurance claims and proceeds and condemnation awards now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties included on the Land; and (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder;
- C. All instruments (including promissory notes), financial assets, documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, supporting obligations, any other contract rights or rights to the payment of money, and all general intangibles (including, without limitation, payment intangibles, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics) now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and, (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder; and
- D. All machinery, apparatus, equipment, fixtures and articles of personal property of every kind and nature now or hereafter located on the Land or upon or within the buildings and improvements belonging or in anyway appertaining to the Land and used or usable in connection with any present or future operation of the Land or any building or improvement now or hereafter located thereon and the fixtures and the equipment which may be located on the Land (hereinafter called the “Equipment”) and now owned or hereafter acquired by Debtor, including, but

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Debtor - CPUS GLEN POINTE, LP
Secured Party - USAA Life Insurance Company

without limiting the generality of the foregoing, any and all furniture, furnishings, partitions, carpeting, drapes, dynamos, screens, awnings, storm windows, floor coverings, stoves, refrigerators, dishwashers, disposal units, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, maintenance equipment, and all heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and air-cooling equipment, gas and electric machinery and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Security Instrument to which this financing statement relates and all additions, accessions, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, all of which shall be construed as fixtures and will conclusively be construed, intended and presumed to be a part of the Land.

The Collateral includes any proceeds generated therefrom.