

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)  
SPRFiling@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

1365 33714  
Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

Filed In: Illinois (Cook)



Doc# 1726844070 Fee \$48.00

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

MAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2017 03:21 PM PG: 1 OF 6

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
0805631091 02/25/2008

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: BPP ILLINOIS, LLC

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

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  
USA

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

Real property located in Cook County, Illinois more specifically described in Exhibit A (including Schedule A-1) attached hereto.

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: Citizens Bank of Pennsylvania

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor: BPP ILLINOIS, LLC

1365 33714

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(Cook County, Illinois)

## EXHIBIT A

DEBTOR:

BPP Illinois, LLC  
625 Liberty Avenue, Suite 3110  
Pittsburgh, Pennsylvania 15222

SECURED PARTY:

Citizens Bank of Pennsylvania  
525 William Penn Place, Suite 2910  
Pittsburgh, Pennsylvania 15219

All present and future right, title and interest of the Debtor in and to all property constituting the following property whether now owned or existing or hereinafter acquired or created and located on the real property described on Schedule A-1 (the "Land") attached hereto and made a part hereof (collectively, the "Collateral A"):

(a) all of the tenements, hereditaments, appurtenances and all the estates and rights of the Debtor in and to the Land;

(b) all right, title and interest of the Debtor in and to all streets, roads and public places, opened or proposed, adjoining the Land, and all easements and rights of way, public or private, now or hereafter used in connection with the Land;

(c) all right, title and interest of the Debtor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the extent of the interest of the Debtor therein, now or hereafter acquired;

(d) all right, title and interest of the Debtor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gore, of land, adjacent to or used in connection with the Land;

(e) all right, title and interest of the Debtor to all buildings, structures and improvements (collectively, the "Improvements") of every kind and description now or hereafter erected or placed on the Land;

(f) all right, title and interest of the Debtor to all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, building materials and articles of personal property of every kind and character, together with the renewals, replacements and substitutions thereof, additions and accessions thereto (collectively, the "Fixtures"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Improvements (excepting any personal property owned by any occupant, tenant or unit owner occupying any of the Improvements and used by such occupant, tenant or unit owner in the use or occupancy of the space occupied by it to the extent the same does not become the property of the Debtor under the lease or other agreement with such tenant or unit owner or pursuant to applicable law), all of which now or hereafter so affixed, placed or used are intended to be subject to the lien of the Secured Party as if part of the real estate, and all cash and noncash proceeds thereof;

(g) all right, title and interest of the Debtor in and to any and all deposits made under any conditional bill of sale, chattel mortgage or security interest (other than that created hereby) to which any Fixtures are or shall be subject, and all deposits made thereunder, together with the benefit of any payments now or hereafter made thereon;

(h) all right, title and interest of the Debtor as lessee under any and all leases relating to any Fixtures, together with any options to purchase the Fixtures which are subject to such leases and together with the benefit of any payments now or hereafter made thereon;

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(i) all right, title and interest of the Debtor to the reversions, remainders, easements, rents, room rents, credit card receipts, issues and profits arising or issuing from the Land and from the Improvements thereon including, but not limited to, the rents, issues and profits arising or issuing from all leases and subleases now or hereafter entered into covering all or any part of said Land and for the Improvements, all of which leases, subleases, rents, issues and profits are hereby assigned and, if requested by the Secured Party, shall be caused to be further assigned to the Secured Party by the Debtor. The foregoing assignment shall include, without limitation, cash or securities deposited under leases to secure performance by lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms;

(j) all right, title and interest of the Debtor to any and all awards, damages, payments and other compensation and any and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction in any manner caused to the Land, the Improvements, or any part thereof, or from any change of grade or vacation of any street abutting thereon, all of which awards, damages, payments, compensation, claims and rights are hereby assigned, transferred and set over to the Secured Party to the fullest extent that the Debtor may under the law so do;

(k) all of the Debtor's right, title and interest in and to all contracts and agreements relative to the construction, management, use and occupancy of the Improvements;

(l) all right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Debtor with respect to any of the foregoing;

(m) all right, title and interest of the Debtor to all proceeds of the conversion, voluntary or involuntary, of any or all of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards; and

(n) all right, title and interest of the Debtor to any and all further or greater estate, right, title, interest, claim and demand of the Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to the Land or any of the property described in the foregoing paragraphs or any rights or interests appurtenant thereto.

**NOTICE - PURSUANT TO AN AGREEMENT BETWEEN THE DEBTOR AND THE SECURED PARTY, THE DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL A.**

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## Schedule A-1

### Legal Description

(Cook County, Illinois)

#### ILLINOIS MORTGAGED PROPERTY A

A part of Lot 1 in 95<sup>th</sup> and Tri-State Development, a Subdivision of a part of Section 12, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois; being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1; said point also lying on the East right of way line of South 76<sup>th</sup> Avenue; thence South 89°59'36" East along the South line of said Lot 1, a distance of 400.00 feet to the Southeast corner of said Lot 1; thence North 00°00'00" West along the East line of said Lot 1, a distance of 150.00 feet; thence North 89°59'36" West parallel with the South line of said Lot 1, a distance of 400.00 feet to a point on the West line of said Lot 1; said line also being the East right of way line of said South 76<sup>th</sup> Avenue; thence South 00°00'00" East along said West line of Lot 1, East line of 76<sup>th</sup> Avenue, a distance of 150.00 feet to the point of beginning.

NOTE: Basis of bearings – West line of South 76<sup>th</sup> Avenue assumed to be S0°00'00"E

#### **BEING THE SAME REAL PROPERTY DESCRIBED AS FOLLOWS:**

The South 150 feet of Lot 1 in 95<sup>th</sup> and Tri-State Industrial Development, a Subdivision of a part of Section 12, Township 37 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Address: 9625 S. 76<sup>th</sup> Avenue  
Bridgeview, IL 60455

Permanent Index Number: 23-12-200-018-0000

#### ILLINOIS MORTGAGED PROPERTY B

Lot 1 in Exel/Wendy's Resubdivision of Lot 9 in Rohlwing Grove, Unit Number 4, being a subdivision of part of the South half of Section 31, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois; according to the plat thereof registered in the Office of the Registrar of Title of Cook County, Illinois on February 23, 1978 as Document Number LR3000931 and Surveyor's Letter of Correction Registered as Document Number 3029771 as to Lot 8 only.

#### **BEING THE SAME REAL PROPERTY DESCRIBED AS FOLLOWS:**

Lot 1 in Exel/Wendy's Resubdivision of Lot 9 in Rohlwing Grove, Unit Number 4, being a subdivision of part of the south half of Section 31, Township 41 North, Range 11, East of the third principal meridian in Cook County, Illinois, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on February 23, 1978 as Document Number LR3000931, and surveyors letter of correction registered as Document Number 3029771 as to Lot 8 only.

Address: 1000 W. Devon Avenue, I-355  
Elk Grove Village, IL 60007

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Permanent Index Number: 08-31-400-043-0000

## ILLINOIS MORTGAGED PROPERTY C

Lot 2 in Touhy-Higgins Subdivision, being a subdivision in the West ½ of the Northwest ¼ of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

Except that part of said Lot 2 shown in Case No. 91L50001, described as follows:

Beginning at the Northwest corner of said Lot 2; thence along the Southwesterly right of way line of Touhy Avenue (Illinois Route 72) dedicated per Document No. 19197067, being a line parallel with the North line of the Northwest ¼ of Section 36, Township 41 North, Range 11, North 89 degrees 57 minutes 13 seconds East, a distance of 230.00 feet to the Northeast corner of said Lot 2; thence along the East line of said Lot 2, South 0 degrees 00 minutes 00 seconds West, a distance of 9.00 feet; thence along a line parallel with the North line of the Northwest ¼; thence South 89 degrees 57 minutes 13 seconds West, a distance of 230 feet; thence along the West line of said Lot 2, North 0 degrees 00 minutes 00 seconds East, a distance of 9.00 feet to the point of beginning.

## **BEING THE SAME REAL PROPERTY DESCRIBED AS FOLLOWS:**

Lot 2 in Touhy-Higgins Subdivision, being a subdivision in the West ½ of the Northwest ¼ of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, Village of Elk Grove Village, Cook County, Illinois.

Except that part of said Lot 2 shown in Case No. 91L50001, described as follows:

Beginning at the Northwest corner of said Lot 2; thence along the Southwesterly right of way line of Touhy Avenue (Illinois Route 72) dedicated per Document No. 19197067, being a line parallel with the North line of the Northwest ¼ of Section 36, Township 41 North, Range 11, North 89 degrees 57 minutes 13 seconds East, a distance of 230.00 feet to the Northeast corner of said Lot 2; thence along the East line of said Lot 2, South 0 degrees 00 minutes 00 seconds West, a distance of 9.00 feet; thence along a line parallel with the North line of the Northwest ¼; thence South 89 degrees 57 minutes 13 seconds West, a distance of 230 feet; thence along the West line of the said Lot 2, North 0 degrees 00 minutes 00 seconds East, a distance of 9.00 feet to the point of beginning.

Address: 2881 Touhy Avenue  
Elk Grove Village, IL 60007

Permanent Index Number: 08-36-100-012-0000

## ILLINOIS MORTGAGED PROPERTY F

A parcel of land being part of Lots 2 and 3 of the Milwaukee Avenue River Road Subdivision, part of the SE1/4-NE1/4, both in Section 24, Township 42 North, Range 11 East of the Third Principal Meridian and part of Lot 5 in the Assessor's Division of the NW1/4, Section 19, Township 42 North, Range 12 East of the Third Principal Meridian, which is bounded by a line described as follows:

Commencing at the East one-quarter corner of said Section 24, Township 42 North, Range 11 East of the Third Principal Meridian; thence North 0 degrees 38 minutes 56 seconds East, 865.36 feet along the East line of the Southeast ¼ of the Northeast ¼ of said Section 24 to the South line of the North 107 rods of the Northeast ¼ of said Section 24 and the point of beginning of this description;

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Thence North 88 degrees, 50 minutes 35 seconds West, 451.50 feet along the South line of the North 107 rods of the Northeast  $\frac{1}{4}$  of said Section 24; thence North 0 degrees 38 minutes 56 seconds East, 260.05 feet parallel to the East line of the Northeast  $\frac{1}{4}$  of said Section 24; thence South 88 degrees 35 minutes 58 seconds East, 180.50 feet parallel with the South line as extended West of Lot 1 of the Milwaukee Avenue River Road Subdivision to the West line of said Lot 1; thence South 24 degrees 05 minutes 43 seconds East, 29.11 feet along said lot line to the Southwest corner of Lot 1 and the Northwest corner of Lot 2 of said subdivision; thence South 88 degrees 35 minutes 58 seconds East, 187.87 feet along the North line of said Lot 2 to the Westerly right of way of Milwaukee Avenue per the Department of Transportation Judgment Order #3274514; thence South 21 degrees 19 minutes 32 seconds East, 238.79 feet along said right of way; thence South 89 degrees 11 minutes 53 seconds East, 3.11 feet along said right of way, thence South 07 degrees 34 minutes 12 seconds East, a distance of 11.66 feet along the Westerly right of way of River Road; thence North 88 degrees 50 minutes 35 seconds West, 22.90 feet to the point of beginning, in Cook County, Illinois.

## BEING THE SAME REAL PROPERTY DESCRIBED AS FOLLOWS:

A parcel of land being part of Lots 2 and 3 of the Milwaukee Avenue River Road Subdivision and part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , both in Section 24, Township 42 North, Range 11 East of the Third Principal Meridian and part of Lot 5 in the Assessor's Division of the Northwest  $\frac{1}{4}$ , Section 19, Township 42 North, Range 12 East of the Third Principal Meridian, which is bounded by a line described as follows:

Commencing at the East one-quarter corner of said Section 24, Township 42 North, Range 11 East of the Third Principal Meridian; thence North 0 degrees 38 minutes 49 seconds East, 865.36 feet along the East line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24 to the South line of the North 107 rods of the Northeast  $\frac{1}{4}$  of said Section 24 and the point of beginning of this description;

Thence North 88 degrees, 50 minutes 35 seconds West, 451.50 feet along the South line of the North 107 rods of the Northeast  $\frac{1}{4}$  of said Section 24; thence North 0 degrees 38 minutes 49 seconds East, 260.05 feet parallel to the East line of the Northeast  $\frac{1}{4}$  of said Section 24; thence South 88 degrees 36 minutes 05 seconds East, 180.50 feet parallel with the South line as extended West of Lot 1 of the Milwaukee Avenue River Road Subdivision to the West line of said Lot 1; thence South 24 degrees 05 minutes 50 seconds East, 29.11 feet along said lot line to the Southwest corner of Lot 1 and the Northwest corner of Lot 2 of said subdivision; thence South 88 degrees 36 minutes 05 seconds East, 187.59 feet along the North line of said Lot 2 to the Westerly right of way of Milwaukee Avenue per the Department of Transportation Judgment Order #3274514; thence South 21 degrees 19 minutes 39 seconds East, 238.79 feet along said right of way; thence South 89 degrees 12 minutes 00 seconds East, 3.11 feet along said right of way; thence along the arc of a curve concave to the Southwest, radius 952.67 feet (the chord of which bears South 07 degrees 34 minutes 19 seconds East, 11.66 feet) a distance of 11.66 feet along the Westerly right of way of River Road; thence North 88 degrees 50 minutes 35 seconds West, 22.90 feet to the point of beginning, in Cook County, Illinois.

Tax Parcel Numbers: 03-24-202-004-0000; 03-24-202-005-0000; 03-24-202-006-0000; 03-24-202-014-0000; 03-24-202-042-0000; 03-24-202-056-0000; 03-24-202-057-0000; 04-19-100-010-0000