



UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS

Doc# 2006328021 Fee \$93.00

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141
B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 11729 - Capital One
Lien Solutions 73447708
P.O. Box 29071
Glendale, CA 91209-9071
ILIL
FIXTURE
File with: Cook, IL

RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 03/03/2020 08:31 AM PG: 1 OF 6

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1519729049 7/16/2015 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. [ ] 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. [X] 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
CHICAGO NNN II ASSOCIATES LLC
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:

Handwritten notations: S, P, S, M, SC, E, INT, DRC

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
CAPITAL ONE, NATIONAL ASSOCIATION
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: CHICAGO NNN II ASSOCIATES LLC
73447708 39341 4000242662

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1519729049 7/16/2015 CC IL Cook	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME CAPITAL ONE, NATIONAL ASSOCIATION	
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) <span style="float: right;">SUFFIX</span>

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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 CHICAGO NNN II ASSOCIATES LLC				
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:

CHICAGO NNN II ASSOCIATES LLC - 999 WATERSIDE DRIVE, SUITE 2300 , NORFOLK, VA 23510

Secured Party Name and Address:

CAPITAL ONE, NATIONAL ASSOCIATION - 275 BROADHOLLOW DRIVE, MELVILLE, NY 11747

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:

7155 WEST FOSTER PL, CHICAGO, IL 60656

Parcel ID:

13-07-302-001-0000

18. MISCELLANEOUS: 73447708-IL-31 11729 - Capital One Collater

CAPITAL ONE, NATIONAL

File with: Cook, IL

39341 4000242662

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## Exhibit A

A. All that certain real property more particularly described on Schedule I attached hereto and incorporated herein by this reference (the "*Premises*"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest claim and demand whatsoever of Debtor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the *Premises* (the "*Improvements*");

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property now or hereafter located on, attached to or used in and about the *Improvements*, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Chicago NNN II Associates, LLC (the "*Debtor*") as are now or hereafter used or furnished in operating the *Improvements*, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the *Premises* or *Improvements*, and all warranties and guarantees relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by *Tenants* (as hereinafter defined) of space in the *Improvements*);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the *Premises* or under or above the same or any part or parcel thereof, and all estates, rights, claims, privileges, franchises, titles, interests, tenements, hereditaments and appurtenances to the *Premises* and remainders whatsoever, in any way belonging, relating or appertaining to the *Premises* and/or *Improvements* or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the *Premises* or *Improvements*, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the *Premises*;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Capital One, National Association (the "*Secured Party*") pursuant to that certain Loan Agreement dated July 8, 2015 by and between *Secured Party* and *Debtor* (the "*Loan Agreement*"), or any other of the *Loan Documents*<sup>1</sup> including, without

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<sup>1</sup> All capitalized terms not herein defined shall have the meaning set forth in the *Loan Agreement*.

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limitation, all funds now or hereafter on deposit in the Deposit Account, the other Accounts and any reserves;

H. All leases (including, without limitation, oil gas and mineral leases), subleases, licenses, concessions and occupancy agreements of all or any part of the Premises or the Improvements now or hereafter entered into and any guaranty thereof (each a "Lease" and collectively, the "Leases"), 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 and renumbered from time to time (the "Bankruptcy Code"), and all rents, royalties, issues, profits, revenue, income, claims, judgments, awards, settlements and other benefits whether paid or accruing before or after the filing by Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents and Profits") of the Premises or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, subtenants, sublessees or licensees, as applicable (each a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

I. All contracts, licenses, permits, approvals, warranties and agreements now or hereafter entered into relating to the ownership or operation or management of the Premises or the Improvements or any portion of them (each a "Contract" and collectively, the "Contracts"), and all revenue, income and other benefits thereof including, without limitation, management agreements, franchise agreements, co-tenancy agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any portion of the Premises or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Premises or the Improvements or any fixtures, equipment or personal property owned by Debtor and located on and/or used in connection with the Property together with all revenue, income and other benefits thereof and all claims, judgments, awards and settlements arising thereunder;

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Premises or the Improvements;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including, without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Premises or the Improvements, all names by which the Premises or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Debtor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Premises or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Premises or the Improvements (collectively, the "General Intangibles");

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L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Premises or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Premises or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Premises or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Premises or the Improvements;

N. Any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any Taxes or Other Charges with respect to any period from and after the date hereof until the Loan is indefeasibly paid or defeased in full; and

P. All other greater rights and interests of every nature in the Premises or the Improvements or any of the other items set forth in clauses A through O above and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Debtor.

Property of Cook County Clerk's Office

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## Exhibit "A"

### Legal Description

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1: *7155 West Foster Place  
Chicago, IL 60656*

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 (except the South 9.50 feet thereof) all in Block 6 in Volk Brothers Greater Harlem Avenue Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 7, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### ALSO DESCRIBED AS FOLLOWS:

That part of Lots 1 to 6 both inclusive, together with Lots 7, 8, 9 and 10 (except the South 9.5 feet thereof) in Block 6, taken as a tract, in Volk Brothers Greater Harlem Avenue Subdivision, being a subdivision of the Northwest Quarter of the Southwest Quarter of Section 7, Township 40 North, Range 13 East of the Third Principal Meridian, described as:

Beginning at the most Northwesterly corner of said tract;

Thence following courses and distances along the line of said tract to wit:

Thence North 58°21'16" East, 270.10 feet;

Thence South 00°46'42" East, 116.50 feet;

Thence South 58°21'16" West, 156.41 feet;

Thence South 00°46'42" East, 90.46 feet;

Thence South 89°15'02" West, 97.44 feet;

Thence North 00°50'07" West, 148.59 feet to the place of beginning.

#### PARCEL 2:

A non-exclusive easement for pedestrian and vehicular ingress and egress as granted and more fully set forth in Reciprocal Grant of Easements and Agreement dated June 17, 2011 and recorded June 23, 2011 as document 1117418039.

APN: 13-07-302-001-0000 (Affects Lot 6)

13-07-302-002-0000 (Affects Lot 5)

13-07-302-003-0000 (Affects Lot 4)

13-07-302-004-0000 (Affects Lot 3)

13-07-302-005-0000 (Affects Lot 2)

13-07-302-006-0000 (Affects Lot 1)

13-07-302-027-0000 (Affects Lots 7, 8 and 9, and Lot 10, except the South 9.5 feet)