

# UNOFFICIAL COPY



2110528123\*

Doc# 2110528123 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/15/2021 03:49 PM PG: 1 OF 5

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
<b>B. E-MAIL CONTACT AT FILER (optional)</b> uccfilingreturn@wolterskluwer.com	
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> 19894 - BBVA USA	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	79175862 ILIL FIXTURE
File with: Cook, IL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1612715065 5/6/2016 CC IL COOK

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 7a, 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 CH RETAIL FUND I/CHICAGO BROADWAY SQUARE, L.L.C.			
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			SUFFIX
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:

19894 BBVA USA  
79175862 ILIL FIXTURE

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

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: CH RETAIL FUND I/CHICAGO BROADWAY SQUARE, L.L.C.

79175862

22505

21-4695-AFS

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1612715065 5/6/2016 CC IL Cook	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME BBVA USA	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 CH RETAIL FUND I/CHICAGO BROADWAY SQUARE, L.L.C.				
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:

CH RETAIL FUND I/CHICAGO BROADWAY SQUARE, L.L.C. - 3810 MAPLE AVENUE , DALLAS, TX 75219

Secured Party Name and Address:

BBVA USA - 701 32nd St. South , Birmingham, AL 35233

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:

Exhibit B attached hereto and made a part hereof.

Parcel ID:  
172345

18. MISCELLANEOUS: 79175862-IL-31 19894 - BBVA USA

BBVA USA

File with: Cook, IL

22505 21-4695-AFS

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## EXHIBIT A

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

- a) All of Debtor's right, title and interest in and to all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Debtor now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the lands described in Exhibit B attached hereto and made a part hereof, or otherwise located on said lands, and all fixtures, accessions and appurtenances thereto;
- b) All of Debtor's right, title and interest in and to all renewals or replacements of or substitutions for any of the foregoing;
- c) All of Debtor's right, title and interest in and to all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;
- d) All of Debtor's right, title and interest in and to all security deposits (whether cash, one or more letters of credit, bonds or other form of security) and advance rentals under lease agreements now or at any time hereafter covering or affecting any of the Property (as hereinafter defined) and held by or for the benefit of Debtor;
- e) All of Debtor's right, title and interest in and to all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property;
- f) All rents and other amounts from and under leases of all or any part of the Property;
- g) All issues, profits and proceeds from all or any part of the Property;
- h) All proceeds (including premium refunds) of each policy of insurance relating to the Property, including, without limitation any Net Proceeds, Rent Loss Proceeds and any Additional Funds;
- i) All proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof;
- j) All amounts deposited in the Tax Escrow Account, the Borrowers' Accounts, the and the Capital Expenditure Reserve Account;
- k) All amounts payable under any interest rate protection or hedge agreement entered into by Debtor with respect to the Loan, including without limitation, any Hedge Agreement;
- l) All amounts deposited in Debtor's operating accounts;

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- m) All of Debtor's right, title and interest in and to all contracts related to the Property;
- n) All of Debtor's right, title and interest in and to all money, funds, accounts, instruments, documents, general intangibles (including trademarks, trade names and symbols owned by Debtor and used in connection therewith, but expressly excluding the names "Crow", "Crow Holdings", "CH Realty", and any derivations thereof, and any trademarks or logos associated therewith as the same may exist from time to time);
- o) All of Debtor's right, title and interest in and to all notes or chattel paper arising from or related to the Property;
- p) All of Debtor's right, title and interest in and to all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;
- q) All of Debtor's right, title and interest in and to all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Property;
- r) All of Debtor's right, title and interest in and to all proceeds and other amounts paid or owing to Debtor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property;
- s) All of Debtor's right, title and interest in and to all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all of Debtor's right, title and interest in and to all accounts and general intangibles under which such proceeds may arise, together with all of Debtor's right, title and interest in and to any sums of money that may now or at any time hereafter become due and payable to Debtor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Property or any part thereof (collectively, the "Collateral"); and
- t) All proceeds of the Collateral.

The term "Property" as used herein shall refer to the real estate described in Exhibit B, attached hereto, together with all buildings, structures, and other improvements now or hereafter situated, placed, or constructed thereon, and all other Property as set forth in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party on or about the date hereof (the "Mortgage"). The granting of a security interest in proceeds shall not be deemed evidence of consent by Secured Party to the sale, encumbrance, transfer or other disposition of collateral, and Debtor shall not sell, encumber, transfer, or otherwise dispose of the same except to the extent, if any, permitted under the Mortgage encumbering the Property.

Capitalized terms not defined herein have the meanings ascribed to them in that certain Loan Agreement dated on or about the date hereof executed by Debtor in favor of Secured Party.

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## EXHIBIT B

THE SOUTH 12 ½ FEET OF LOT 4, AND LOTS 5 THROUGH 22, BOTH INCLUSIVE, IN BLOCK 16 IN COCHRAN'S THIRD ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address:

5206-5244 North Broadway St.

Chicago, IL 60642

Permanent Index Numbers (PIN):

14-08-128-028-0000 Vol. 477 (Affects South 12.5 feet of Lot 4 and all of Lots 5 through 17)

14-08-128-029-0000 Vol. 477 (Affects Lots 18, 19, 20, 21 and 22)

Property of Cook County Clerk's Office