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Karen A. Yarbrough
Cook County Clerk
Date: 09/30/2021 10:10 AM Pg: 1 of 6

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Greenberg Traurig, P.A. 333 SE 2nd Ave Miami, Florida 33131 Attention: Gavin Laughlin, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2123615024 recorded on 8/24/2021

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
file: attach Amendment Addendum (Form UCC-3A4) 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: 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
KPI WILLOW GLEN, 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
KPI REPO HOLDCO, LLC

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
21500 Biscayne Blvd, Suite 700 **Aventura** **FL** **33180** **USA**

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

See Schedule A attached hereto and made a part hereof.

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
KPI WILLOW GLEN, LLC

OR

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

10. OPTIONAL FILER REFERENCE DATA:
PIN: 23-05-201-053-0000 Address: 8900 Archer Ave, Willow Springs, IL 60480

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SCHEDULE A TO UCC FINANCING STATEMENT

DEBTOR: Willow Glen LLC
120 E. Ogden Avenue, Suite 23
Einsdale, IL 60521

SECURED PARTY: KPI Willow Glen, LLC
21500 Biscayne Blvd, Suite 700
Aventura, FL 33180

This financing statement covers all of the Debtor's right, title, and interest in, to and under the following described property, irrevocably mortgage, grant, bargain, sell pledge, assign, warrant, transfer, convey and grant a security interest to Secured Party and its successors and assigns in and to the following property, rights, interests and estates now owned, or hereafter acquired (the "**Mortgaged Property**"), to wit:

(1) the real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "**Improvements**");

(3) all materials, supplies, fixtures, appliances, equipment (as each such term is defined in the UCC), apparatus and other items of personal property now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**");

(4) all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including all

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refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**"), notwithstanding the foregoing, Personalty shall not include any property belonging to tenants under leases, any property manager, guests or invitees of the Land and the Improvements, except to the extent that Borrower shall have any right or interest therein;

(5) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property;

(6) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "**Plans**");

(7) all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "**Leases**");

(8) all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "**Rents**");

(9) all other agreements (to the extent assignable), such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Property Agreements**");

(10) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(11) all present and future accessories, additions, attachments, replacements and substitutions of, for or to any of the foregoing and all proceeds and products thereof;

(12) subject to the terms of the Loan Agreement, all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

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(13) all mineral, water, oil and gas rights relating to all or any part of the Mortgaged Property; and

(14) any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty. As used in the Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, wherever located.

"Loan Agreement" means the Construction Loan and Security Agreement of even date herewith between Debtor and Secured Party.

Capitalized terms used herein and not otherwise defined shall have their respective meaning as defined in that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing by and between Debtor and Secured Party (the "Mortgage").

Property of Cook County Clerk's Office

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CHICAGO TITLE
COMPANY

LEGAL DESCRIPTION

Order No.: 20GNW530124SK

Property Address: 8900 Archer Ave, Willow Springs IL 60480

For APN/Parcel ID(s): 23-05-201-053-0000, 23-05-201-044-0000, 23-05-201-019-0000,
23-05-201-021-0000, 23-05-201-022-0000, 23-05-201-045-0000,
23-05-201-052-0000, 22-05-201-024-0000, 22-05-201-025-0000 and
22-05-201-026-0000

THAT PART OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 IN S.T. COOPER'S ADDITION TO WILLOW SPRINGS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, SAID CORNER LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE SOUTH 51 DEGREES 57 MINUTES 23 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 426.92 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF SOUTH ARCHER AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING AN ARC CONCAVE SOUTHEASTERLY WITH A RADIUS OF 1493.75 FEET AND A 65.48 FEET CHORD BEARING SOUTH 31 DEGREES 39 MINUTES 15 SECONDS WEST, AN ARC LENGTH OF 65.48 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 21.50 FEET AND A 10.52 FEET CHORD BEARING NORTH 37 DEGREES 47 MINUTES 20 SECONDS WEST, AN ARC LENGTH OF 10.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 51 DEGREES 57 MINUTES 23 SECONDS WEST, A DISTANCE OF 36.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 103.50 FEET AND A 22.54 FEET CHORD BEARING NORTH 45 DEGREES 42 MINUTES 15 SECONDS WEST, AN ARC LENGTH OF 22.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 87.15 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 70.50 FEET AND A 15.36 FEET CHORD BEARING NORTH 45 DEGREES 42 MINUTES 15 SECONDS WEST, AN ARC LENGTH OF 15.39 FEET TO A POINT OF TANGENCY; THENCE NORTH 51 DEGREES 57 MINUTES 23 SECONDS WEST, A DISTANCE OF 38.96 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 16.50 FEET AND A 11.42 FEET CHORD BEARING NORTH 72 DEGREES 12 MINUTES 03 SECONDS WEST, AN ARC LENGTH OF 11.66 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 111.99 FEET AND A 43.58 FEET CHORD BEARING SOUTH 19 DEGREES 05 MINUTES 59 SECONDS WEST, AN ARC LENGTH OF 43.86 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 188.95 FEET AND A 63.60 FEET CHORD BEARING SOUTH 17 DEGREES 38 MINUTES 47 SECONDS WEST, AN ARC LENGTH OF 63.91 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 184.37 FEET AND A 33.42 FEET CHORD BEARING SOUTH 32 DEGREES 24 MINUTES 32 SECONDS WEST, AN ARC LENGTH OF 33.46 FEET;

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LEGAL DESCRIPTION

(continued)

THENCE SOUTH 38 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 5.52 FEET;
 THENCE SOUTH 40 DEGREES 09 MINUTES 13 SECONDS WEST, A DISTANCE OF 3.02 FEET;
 THENCE SOUTH 55 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 9.89 FEET;
 THENCE SOUTH 33 DEGREES 56 MINUTES 13 SECONDS WEST, A DISTANCE OF 14.65 FEET;
 THENCE SOUTH 59 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 56.09 FEET;
 THENCE SOUTH 08 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 68.39 FEET;
 THENCE SOUTH 33 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 32.60 FEET;
 THENCE SOUTH 57 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 75.69 FEET TO
 SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH ARCHER AVENUE; THENCE
 SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, BEING AN ARC
 CONCAVE SOUTHEASTERLY WITH A RADIUS OF 220030.50 FEET AND A 464.05 FEET CHORD
 BEARING SOUTH 28 DEGREES 07 MINUTES 39 SECONDS WEST, AN ARC LENGTH OF 464.05
 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ON A CURVE
 CONCAVE NORTHWESTERLY WITH A RADIUS OF 54153.50 FEET AND A 391.21 FEET CHORD
 BEARING SOUTH 31 DEGREES 28 MINUTES 34 SECONDS WEST, AN ARC LENGTH OF 391.21
 FEET TO TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE NORTH 51 DEGREES 42
 MINUTES 27 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 20, A
 DISTANCE OF 590.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 20, SAID CORNER
 LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL
 RAILROAD; THENCE NORTH 38 DEGREES 17 MINUTES 05 SECONDS EAST ALONG SAID
 SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 1,098.61 FEET TO THE POINT OF
 BEGINNING.

County Clerk's Office