

# UNOFFICIAL COPY



\*2129845099\*

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc# 2129845099 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/25/2021 03:23 PM PG: 1 OF 6

**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)** 15715 - Bank Financial -

Lien Solutions	83037295
P.O. Box 29071	
Glendale, CA 91209-9071	ILIL

File with: Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
0632822087 11/24/2006 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 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 E. R. B. AND ASSOCIATES, INC., AN ILLINOIS CORPORATION			
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)

OR	7a. ORGANIZATION'S NAME
	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
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:  
 18240 Ravisloe Terrace, Country Club Hills, IL 60478. P.I.N.#: 28-34-422-053-0000.

S ✓  
 P 6  
 S [ ]  
 M ✓  
 SC ✓  
 E N ✓  
 [ ] ✓

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

OR	9a. ORGANIZATION'S NAME BANKFINANCIAL, F.S.B.
	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: E. R. B. AND ASSOCIATES, INC., AN ILLINOIS CORPORATION  
 83037295 688/301/1902050611 JA/688/1902050611

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

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12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

BANKFINANCIAL, F.S.B.

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

E. R. B. AND ASSOCIATES, INC., AN ILLINOIS CORPORATION

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:

E. R. B. AND ASSOCIATES, INC., AN ILLINOIS CORPORATION - 3816 EDGEWATER DRIVE STE 1010, HAZEL CREST, IL 60429  
 BUTLER, EARNEST W. - 3816 EDGEWATER DRIVE STE 1010, HAZEL CREST, IL 60429  
 BUTLER, RHONDA I. - 3816 EDGEWATER DRIVE STE. 1010, HAZEL CREST, IL 60429

Secured Party Name and Address:

BANKFINANCIAL, F.S.B. - 15W060 NORTH FRONTAGE ROAD, BURR RIDGE, IL 60527

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:

18. MISCELLANEOUS: 83037295-IL-31 15715 - Bank Financial - Mai

BANKFINANCIAL, F.S.B.

File with: Cook, IL

688/301/1902050611 JA/688/1902050611

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EXHIBIT A

COPY

**BORROWER: E. R. B. AND ASSOCIATES, INC., AN ILLINOIS COPORATION  
EARNEST W. BUTLER  
RHONDA I. BUTLER**

**GRANTOR: BANKFINANCIAL, F.S.B., NOT PERSONALLY BUT SOLELY AS TRUSTEE  
UNDER THAT CERTAIN TRUST AGREEMENT DATED OCTOBER 19, 2006  
AND KNOWN AS TRUST NUMBER 010909**

**LOAN NO.: 1902019906**

**PROPERTY ADDRESS: 18240 RAVISLOE TERRACE, COUNTRY CLUB HILLS, IL 60478  
P.L.N.#: 28-34-422-053-0000**

**LEGAL DESCRIPTION:**

**LOT 6 IN CHURCHVIEW APARTMENTS BEING A SUBDIVISION OF PART OF THE  
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED JULY 3, 1978 AS DOCUMENT NUMBER 24516992, IN COOK  
COUNTY, ILLINOIS.**

County Clerk's Office

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## Exhibit B

to Financing Statement  
Quincy BJ, LLC, as Debtor,  
and Capital One, National Association, as Secured Party

## Collateral Description

### MORTGAGE

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises (as hereinafter defined), the Improvements (as hereinafter defined), and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Mortgaged Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjacent to the Premises, to the center line thereof; and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "UCC"), superior in lien to the lien of this Financing Statement;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon

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or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(i) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Beneficiary in the Mortgaged Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

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## ASSIGNMENT OF AGREEMENTS, LICENSES, PERMITS AND CONTRACTS

All of the Debtor's right, title and interest in and to the following:

(a) all of Debtor's right, title and interest in, to and under the documents, contracts, instruments, plans, permits, licenses, approvals, applications, trade names, insurance policies, equipment leases, purchase and sale agreements, environmental indemnification agreements, property management agreements, asset management agreements, development agreements and other instruments described or existing with respect to the Premises, and any amendments or modifications thereto, any replacements thereof executed and any other similar documents or instruments with respect to the Premises, now in existence or hereafter executed by Debtor or now in the possession of Debtor or hereafter obtained by Debtor (collectively, the "Documents");

(b) all rights, powers, privileges, claims, remedies and causes of action of every kind which Debtor now has or may in the future have with respect to or by reason of its interest in the Documents; and

(c) any and all proceeds (including non-cash proceeds) of any of the foregoing.

As used herein, the term "Premises" means the real property described on Exhibit A attached hereto, and the term "Improvements" means the buildings, structures, fixtures and other improvements now or hereafter located on the Premises.