

UCC FINANCING STATEMENT AMENDMENT Doc# 2329233077 Fee \$93.00 **FOLLOW INSTRUCTIONS** RHSP FEE:\$18.00 RPRF FEE: \$1.00 A, NAME & PHONE OF CONTACT AT FILER (optional) Desiree Valenzuela (858) 522-1431 KAREN A. YARBROUGH B. E-MAIL CONTACT AT FILER (optional) COOK COUNTY CLERK dvalenzuela@psrs.com DATE: 10/19/2023 01:41 PM PG: 1 OF 6 C. SEND ACKNOWLEDGMENT TO: (Name and Address) Recording Requested By and When Recorded Mail To: **PSRS** Attn: Desiree Valenzuela 7675 Dagget Street, Suite 330 San Diego, C/\ 32, 11 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] 1a. INITIAL FINANCING STATEMENT (12 NUMBER (or recorded) in the REAL ESTATE RECORDS 1028722062 (10/14/2010) Cock County, IL 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 ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assigner 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 wentified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable la 5. PARTY INFORMATION CHANGE: AND Cher k on) of these three boxes to: Check one of these two boxes: CrimN' E name and/or address: Complete item va 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 This Change affects Debtor or Secured Party of record 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - pruvide city one name (6a or 6b) 6a. ORGANIZATION'S NAME Melrose Park Investments L.P. 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name / Ta or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 7a. ORGANIZATION'S NAME 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SHEEK INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) 7c. MAILING ADDRESS POSTALCODE COUNTRY 8. COLLATERAL CHANGE: Also check one of these four boxes: DELETE collateral RESTATE covered collateral ASSIGN collateral ADD collateral Indicate collateral 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 John Hancock Life Insurance Company (U.S.A.) 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) 10. OPTIONAL FILER REFERENCE DATA:

Loan No. 526499:11/:12 - Recorded in Cook County, IL

2329233077 Page: 2 of 6

UNOFFICIAL COPY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

| FOLLOW INSTRUCTIONS 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a or | n Amendment form | ı | | |
|---|------------------------------------|--------------------|---|-------------------|
| 1028722062 (10/14/2010) Cook County, IL | | | | |
| 2. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form | | | | |
| 12a. ORGANIZATION'S NAME John Hancock Life Insurance Company (U.S.A.) | | | | |
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| OR CONTROL OF THE PROPERTY OF | | | | |
| 12b. INDIVIDUAL'S SURNAME | | | | |
| FIRST PERSONA _ 1'4M = | | | | |
| | | | | |
| ADDITIONAL NAME(S)/II ITIA L(S) | SUFFIX | | | |
| 13. Name of DEBTOR on related financing s'a'ement (Name of a current D | tables of speed soquired for index | | SPACE IS FOR FILING OFFICE U | |
| one Debtor name (13a or 13b) (use exact, full name do not omit, modify, or ab | | | | (3): Provide only |
| 13a. ORGANIZATION'S NAME | | | | |
| Melrose Park Investments L.P. | | • | Laboration and South Control of the | To cerein |
| OR 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral): | <u> </u> | | <u> </u> | |
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| | | | Office | |
| 15. This FINANCING STATEMENT AMENDMENT: | 17 Description | on of real estate: | | |
| | | ched Exhibit "A | n | |
| 16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest): | | | | |
| (ii Dabibi does not have a record sitterest). | | | | |
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| 18. MISCELLANEOUS: Loan 526499:11 & :12 | | | | |

Loan No. 526499:11

EXHIBIT A

All right, title, interest and estate of Debtor in and to the real property or properties described on Exhibit B attached hereto (the "Land"), together with all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated September 10, 2010, from Debtor for the benefit of Secured Party (the "Additional Land") and any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (the "Improvements"; the Land, the Additional Land and the Improvements hereinafter collectively referred to as the "Real Property").

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, voter, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits 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 Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property of appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor or in which Debtor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the "Equipment") and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Mortgaged Property is located (the "Uniform Commercial Code") superior, inferior or pari passu in lien to the lien of the Mortgage. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of the Mortgage, all right, title and interest of Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the

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exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right) or for a change of grade or for any other injury to or decrease in the value of the Real Property.

All leases and subleases (including without limitation all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property), together with any extension or renewal of the same (the "Leases") and all income, rends issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or corunuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occ ip int of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

All proceeds of and any unearried premiums on any insurance policies covering the Real Property or any part thereof, 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 Real Property or any part thereof.

All tax refunds, including interest thereon ax credits and tax abatements and the right to receive or benefit from the same which may be payable or available with respect to the Real Property.

The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real P ope ty or any part thereof.

All accounts receivable (including rights to payment for goods sold or lersed or to be sold or leased or for services rendered or to be rendered), escrows, documents, insuruments, chattel paper, claims deposits, general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, books, records, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods and services for or in the Real Property and any contract for management or any other provision for services), actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Real Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof (the "Intangibles").

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All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

Any and all proceeds and products of any of the foregoing any and all other security and contacral of any nature whatsoever, now or hereafter given for the repayment of the Debt and the performance of Debtor's obligations to Secured Party including, without limitation, any escrow or reserve find held by Secured Party.

Loan No. 526499:11

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE 50 UTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14TH AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14TH AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER!, THENCE SOUTHEASTERLY IN A NORTHERLY LINE OF AFORESAID WINSTON PACK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAIC WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 09 MINUTES EAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1165.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address:

1254 Winston Plaza Melrose Park, IL 60160

PINs:

No. 15-03-211-004-0000

No. 15-03-211-006-0000

No. 15-03-211-007-0000

No. 15-03-211-008-0000

No. 15-03-211-009-0000