

8

STATE OF INDIANA
LAKE COUNTY
FILED

2014 000479

2014 NOV 13 10:18:00

MICHAEL B. BROWN
RECORDER

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Richard I. Stempler, Esq.
Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020

See Over Size

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
CARS CNI-2 L.P.

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
8270 Greensboro Drive, Suite 950 McLean VA 22102 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
CITIBANK, N.A., AS INDENTURE TRUSTEE

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
388 Greenwich Street, 14th Floor New York NY 10013 USA

4. COLLATERAL: This financing statement covers the following collateral:

See Rider A and Exhibit A attached hereto and made a part hereof.

Upon Recording Return to:
First American Title Insurance
168 N. Saginaw St., Unit B
Lapeer, MI 48446
Attn: Cynthia A. Nagy

CK# 038623

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
21417070-9011 CARS Series 2014-1 CAR-011 To be filed with Lake County, IN

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME CARS CNI-2 L.P.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
 See Exhibit A attached hereto and made a part hereof

 Common Property Address:
 1370 East 79th Place, CarMax Location # 7180
 Merrillville, IN
 Lake County
 Parcel No.: 08-15-0752-0001 / State ID:
 45-12-22-276-002.000-030

17. MISCELLANEOUS:

2014-000479 RIDER A TO UCC FINANCING STATEMENT

All rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

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

(b) Additional Land. 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 made by Debtor for the benefit of Secured Party dated as of October 16, 2014 (the "**Security Instrument**");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions 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, 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 at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with

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(temporarily or permanently) any of the Improvements of the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights (to the extent assignable), accounts, accounts receivable, franchises (to the extent assignable), licenses (to the extent assignable), certificates and permits (to the extent assignable), and all other personal property of any kind or character whatsoever (to the extent assignable) as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and 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;

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(20) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the 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 Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(n) Agreements. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting or pertaining to any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Collection Account and the DSCR Reserve Account, together with all deposits or wire transfers made to such accounts, all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Letter of Credit. All letter-of-credit rights Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein;

(r) Tort Claims. All commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein; and

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Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above and the proceeds thereof.

AND without limiting any of the other provisions of the Security Instrument, to the extent permitted by applicable law, Debtor, as debtor, expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

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EXHIBIT A

LEGAL DESCRIPTION
RECORDED

CAR-011; NCS-683597-7-MICH

Commonly known as: 1370 East 79th Place, Merrillville, IN 46410

Real property in the City of Merrillville, County of Lake, State of Indiana, described as follows:

PARCEL I: (FEE)

LOT 6 OF THE FINAL PLOT OF CYPRESS EQUITIES PHASE V RECORDED IN BOOK OF PLATS NO. 90, PAGE 63, LAKE COUNTY, INDIANA.

PARCEL II: (EASEMENT)

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, ACCESS, DRAINAGE, WATER DETENTION AND UTILITIES CREATED AND GRANTED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 1, 2001 AND RECORDED FEBRUARY 1, 2001 AS INSTRUMENT NUMBER 2001-7499; AND RE-RECORDED APRIL 17, 2001 AS INSTRUMENT NO. 2001-27823; AS AMENDED BY FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED JUNE 18, 2001 AND RECORDED JUNE 19, 2001 AS INSTRUMENT NO. 2001-47654; AND BY PARTIAL ASSIGNMENT AND ASSUMPTION OF PYLON SIGN RIGHTS (AUTONATION) DATED

JUNE 18, 2001 AND RECORDED JUNE 19, 2001 AS INSTRUMENT NO. 2001-47656; BY PARTIAL ASSIGNMENT AND ASSUMPTION OF PYLON SIGN RIGHTS (BABIES 'R' US) DATED JUNE 18, 2001 AND RECORDED JUNE 21, 2001 AS INSTRUMENT NO. 2001-48136; BY ASSIGNMENT AND ASSUMPTION OF PYLON SIGN RIGHTS AND OBLIGATIONS (CARMAX-I-65 PYLON) DATED AUGUST 20, 2001 AND RECORDED SEPTEMBER 12, 2001 AS INSTRUMENT NO. 2001-73264, AND BY ASSIGNMENT AND ASSUMPTION OF PYLON SIGN RIGHTS AND OBLIGATIONS (CARMAX SEVENTY-NINTH AVENUE PYLON) DATED AUGUST 20, 2001 AND RECORDED SEPTEMBER 12, 2001 AS INSTRUMENT NO. 2001-73265, LYING WITHIN CYPRESS EQUITIES/AUTONATION SUBDIVISION, PLAT BOOK 84, PAGE 31, AS AMENDED IN PLAT BOOK 87, PAGE 19; CYPRESS EQUITIES PHASE I, PLAT BOOK 89, PAGE 83, FINAL PLAT OF CYPRESS EQUITIES/AUTONATION SUBDIVISION, IN PLAT BOOK 87, PAGE 20; CYPRESS EQUITIES PHASE II, IN PLAT BOOK 90, PAGE 5; CYPRESS EQUITIES, PHASE III, IN PLAT BOOK 90, PAGE 33, AND IN CYPRESS EQUITIES, PHASE IV, IN PLAT BOOK 90, PAGE 47, IN LAKE COUNTY, INDIANA.

PARCEL III: (EASEMENT)

EASEMENT RIGHTS AS CREATED AND GRANTED BY SIGN EASEMENT AGREEMENT DATED AUGUST 20, 2001 AND RECORDED SEPTEMBER 12, 2001 AS INSTRUMENT NO. 2001-73266.

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PARCEL IV: (EASEMENT) ~~2014~~ 000479

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EASEMENT RIGHTS FOR INGRESS AND EGRESS TO (I) 25 FOOT RIGHT-OF-WAY PER DOCUMENT 19968, RECORDED IN BOOK OF PLATS NO. 25, PAGE 56 AND (II) 13 FOOT RIGHT-OF-WAY DEDICATED TO THE TOWN OF MERILLVILLE PER PLAT OF CYPRESS EQUITIES PHASE III, WHICH 25 FOOT RIGHT-OF-WAY AND WHICH 13 FOOT RIGHT-OF-WAY ARE SHOWN ON THE FINAL PLAT OF CYPRESS EQUITIES PHASE V, RECORDED AUGUST 20, 2001 AS INSTRUMENT NO. 2001-066205 IN BOOK OF PLATS NO. 90, PAGE 63.

Parcel No.: 08-15-0752-0001 / State ID: 45-12-22-276-002.000-030