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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2012 04:28 PM Pg: 1 of 6

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address) AC1

Corporation Service Company
SUITE 2320
33 North LaSalle Street
Chicago, IL 60602

Washington Avenue Retail Corp
232038-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0731333127 Date: 11/09/2007 B: P:

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
- CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
- DELETE name: Give record name to be deleted in item 6a or 6b.
- ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
WASHINGTON AVENUE RETAIL CORPORATION

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
UNION SECURITY INSURANCE COMPANY

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

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Loan No. 16351

EXHIBIT A
TO UCC FINANCING STATEMENT BETWEEN
WASHINGTON AVENUE RETAIL CORPORATION, AS DEBTOR, AND
UNION SECURITY INSURANCE COMPANY, AS SECURED PARTY

(Legal Description of Real Property)

Parcel A:

That part of the following 5 parcels of land taken as one tract of land:

Parcel 1: Sub-Lots 1 to 8 in the Canal Trustees Subdivision of Lot 5 in Block 41 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of Third Principal Meridian in Cook County, Illinois.

Parcel 1A: The vacated 10 foot alley lying South of and adjoining Lot 4, aforesaid and lying North of and adjoining Lots 6 to 8 in the Canal Trustees Subdivision of Lot 5 aforesaid, vacated by Ordinance recorded July 10, 1907 as Document 4064413 in Cook County, Illinois.

Parcel 2: Lot 6 in Block 41 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3: Sub-Lots 1 and 2 in Canal Trustees Subdivision of Lot 7 in Block 41 in the original town of Chicago in Section 9, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4: Sub-Lot 3 in Canal Trustees Subdivision of Lot 7 in Block 41 in the original town of Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Described as follows:

Commercial Space -1st level:

The property and space which is contained within and between that certain horizontal plane located 14.50 feet above Chicago City Datum and that certain other horizontal plane located 29.70 feet above Chicago City Datum and which lies within the boundaries projected vertically of the following described part of said tract: beginning at a point on the South line of said tract, 102.11 feet East of the southwest corner; thence North 35.11 feet; thence East 9.73 feet; thence North 20.21 feet; thence East 2.73 feet; thence North 7.20 feet;

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thence East 67.36 feet; thence South 62.52 feet to the south line of said tract; thence West along said South line 79.82 to the point of beginning.

Parcel B:

Non-exclusive rights and easements for the benefit of Parcel A as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded June 3, 1999 as Document Number 99530391 and amended by First Amendment recorded February 4, 2000 as Document Number 00092936.

THE RECORD OWNER OF THE REAL PROPERTY IS: Washington Avenue Retail Corporation

17-09-444-019-0000

17-09-444-022-0000

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Loan No. 16351

EXHIBIT BTO UCC FINANCING STATEMENT BETWEEN
WASHINGTON AVENUE RETAIL CORPORATION, AS DEBTOR, AND
UNION SECURITY INSURANCE COMPANY, AS SECURED PARTY

The following described land, interests in land, estates, easements, rights, appurtenances, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter all of the foregoing are sometimes collectively referred to as the "Mortgaged Property"; as used herein, the term "Borrower" shall mean "Debtor" and the term "Lender" shall mean "Secured Party", and any other terms not herein defined shall have the definitions set forth in that certain Mortgage and Security Agreement (the "Instrument") from Debtor to or for the benefit of Secured Party conveying the Premises):

- (a) that tract or parcel of land more particularly described in Exhibit A attached to the within Financing Statement and by this reference made a part hereof (the "Premises");
- (b) all buildings and other structures and improvements now or hereafter located on the Premises (the "Improvements");
- (c) all of the estate, right, title, claim or demand of any nature whatsoever of Borrower, either in law or in equity, in possession or expectancy, in and to the Premises and Improvements or any part thereof;
- (d) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversion or reversions, remainder or remainders of any nature whatsoever, in any way belonging, relating or pertaining to the Premises (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;
- (e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor, now owned or hereafter acquired by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Premises and Improvements, or appurtenances thereto, and used or usable in connection with the present or future operation and occupancy of the Premises and Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall

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have an interest, now or hereafter located upon the Premises and Improvements (collectively, the "Equipment") (other than fixtures, equipment, machinery or other property of tenants under any lease of or rental agreement for space in the Premises and Improvements), including the interest of Borrower in all of the aforesaid which are subject to lease agreements or other service contracts (but excluding the interest of the lessor or owner of such items), and including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a sale of any of the foregoing, and the right, title and interest of Borrower 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 Premises and Improvements are located; the "Uniform Commercial Code"), superior in lien to the lien of the Instrument and all proceeds and products of any of the above, and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to, and a part of, the Premises and Improvements as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Debt and to be secured by the Instrument;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises, Improvements and Equipment, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), for a change in grade or for any other injury to or decrease in the value of the Premises and Improvements and the reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment;

(g) the interest of the owner of the Mortgaged Property in and to all leases and other agreements affecting the use or occupancy of the Premises and Improvements or any part thereof now or hereafter entered into (including any such agreements entered into after filing by or against Borrower of a petition for relief under 11 U.S.C Section 101 *et seq.* (the "Bankruptcy Code"), as the same may be amended from time to time) (the "Leases") and absolutely and presently the right to receive and apply the income, rents, issues, cash collateral, revenues, royalties, benefits and profits of the Premises and Improvements from time to time accruing, including, without limitation, all payments under Leases or tenancies, proceeds of insurance, additional rents, lease termination fees, tenant security deposits and escrow funds paid or accruing before or after the filing by or against Borrower of a petition for relief under the Bankruptcy Code (the "Rents") to the payment of the Debt; reserving only the right, power and authority given to Borrower as a licensee to collect and apply the same prior to the occurrence of an Event of Default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Premises and Improvements (whether or not such policies are specifically

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required hereunder and/or the requirement for such policies had been theretofore waived or deferred by Lender), 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 Premises and Improvements;

(i) the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Premises and Improvements and to commence any action or proceeding to protect the interest of Lender in the Premises and Improvements; and

(j) all refunds, rebates or credits in connection with the reduction of taxes as a result of tax certiorari or any applications or proceedings for deduction;

(k) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and other general intangibles specific to or used in connection with the operation of the Mortgaged Property; and

(l) all and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises and Improvements hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower.

THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS