

# UNOFFICIAL COPY



Doc#: 1226310005 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/19/2012 09:47 AM Pg: 1 of 5

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 10011 BANK OF AMERIC	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	34685531  ILIL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0806033116 02/29/08 CC IL Cook	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
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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 the 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 assignor in item 7a or 7b and address of assignee in 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: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 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 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME 1953 N CLYBOURN, LLC	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 INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
			7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

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

S Y  
P 5  
S N  
M N  
SC Y  
E Y  
INT NY

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 BANK OF AMERICA N.A.	OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
34685531 Debtor Name: 1953 N Clybourn, LLC

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071  
Glendale, CA 91209-9071 Tel (800) 331-3282

**UNOFFICIAL COPY****UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0806033116 02/29/08 CC IL Cook

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

BANK OF AMERICA N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Debtor Name and Address :

1953 N Clybourn , LLC

- 412 N. Paulina Street , Chicago, IL 60622

Secured Party Name and Address :

BANK OF AMERICA N.A. - 100 N. Broadway St. Louis, MO 63102

Description: SEE EXHIBIT A FOR THE ITEM COVERED IN THIS FINANCING STATEMENT SEE EXHIBIT B FOR THE DESCRIPTION OF THE COLLATERAL THE PERMANENT TAX INDEX NUMBERS. Parcel ID:  
14-32-401-005-006-007-008-009-010-011-044-047

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## EXHIBIT A

To the financing statement naming 1953 N Clybourn, LLC, as Debtor, and Bank of America, N.A., as Secured Party:

### Debtor

1953 N Clybourn, LLC  
412 N. Paulina Street  
Chicago, Illinois 60622

### Secured Party

Bank of America, N.A.  
100 North Broadway  
St. Louis, Missouri 63102

Debtor (a) MORTGAGES AND WARRANTS to Secured Party the Property TO HAVE AND TO HOLD the Real Property described on Exhibit B attached hereto and incorporated herein by reference, with all rights, appurtenances, and privileges thereunto belonging, unto the Secured Party, Secured Party's successors and assigns forever; (b) grants to Secured Party a security interest in the Personality; (c) assigns to Secured Party, and grants to Secured Party a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Secured Party, and grants to Secured Party a security interest in, all of Debtor's right, title and interest in, but not any of Debtor's obligations or liabilities under, all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments.

In addition, the Mortgage (as defined below) creates a security interest in the Personality, and, to the extent the Personality is not real property, the Mortgage constitutes a security agreement from Debtor to Secured Party under the Uniform Commercial Code of the State. In addition to all of its other rights under the Mortgage and otherwise, Secured Party shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable.

"Personality" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Debtor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements

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shall be subordinate to the Mortgage, and Secured Party shall have no responsibility for the performance of Debtor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Debtor's rights and interests under all Swap Contracts, including all rights to the payment of money from Secured Party under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Debtor with respect to the Property or Debtor's operation thereof; and (g) all money, Mortgages and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Debtor with Secured Party related to the Property, including any such deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing.

Defined terms not defined herein shall have the meaning set forth in that certain Second Mortgage, Assignment, Security Agreement and Fixture Filing executed by Debtor for the benefit of Secured Party (the "Mortgage").

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## EXHIBIT B

### Legal Description

Lots 20 to 41, both inclusive, in Charles H. Haggood's Subdivision of Lot 1 and Part of Lot 2 in Block 9 in Sheffield's Addition to Chicago in the West ½ of the Southeast ¼ of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### Permanent Tax Index Numbers:

14-32-401-005-0000

14-32-401-006-0000

14-32-401-007-0000

14-32-401-008-0000

14-32-401-009-0000

14-32-401-010-0000

14-32-401-011-0000

14-32-401-044-0000

14-32-401-047-0000

### Property Address:

1953 N. Clybourn, Chicago, Illinois