



Doc#: 1334315006 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2013 08:58 AM Pg: 1 of 5

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 16279 - FIRST MERIT

CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	40566291 ILIL
--	----------------------

File with Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1202622071 1/26/2012 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
D-REAL ESTATE 26TH STREET, LLC

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)

7a. ORGANIZATION'S NAME

OR

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

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
PIN: 16-26-401-009-000 Vol 577

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
FIRSTMERIT BANK, N.A.

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: D-REAL ESTATE 26TH STREET, LLC
40566291 58300

0034218-00595-001-1

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

Handwritten initials and marks: Y, S, N, N, 3C, E, etc.

UNOFFICIAL COPY**EXHIBIT A**

To the financing statement naming D-Real Estate 26th Street, LLC, as Debtor, and FirstMerit Bank, N.A., as Secured Party:

Debtor

D-Real Estate 26th Street, LLC
4176 W. Montrose Ave.
Chicago, IL 60641

Secured Party

FirstMerit Bank, N.A.
227 N. LaSalle Street
12th Floor
Chicago, IL 60601

Debtor hereby grants a continuing security interest in and set over unto Secured Party, and to its successors and assigns forever, the following described real estate, chattels, real property, personal property and other properties, interests and rights, whether now owned or hereafter acquired by Debtor (collectively, the "Mortgaged Property"):

I. **Land.** All the estate, right, title and interest of Debtor in, to and under, or derived from the plots, pieces and parcels of land situated in the City of Chicago, and the County of Cook, State of Illinois, more particularly described in **Exhibit B** hereto (the "Land") with the tenements, hereditaments, appurtenances and all the estates and rights of Debtor in and to the Land and all right, title and interest, if any, of Debtor in and to the streets, roads, sidewalks and alleys abutting the Land, and strips and gores within or adjoining the Land, whether private or public and whether vacated or to be vacated by Law or otherwise; the air space and right to use said air space above the Land and any transferable development or similar rights appurtenant thereto, all rights of ingress and egress by motor vehicle to parking facilities on or within the Land, all easements now or hereafter affecting or benefitting the Land, including, without limitation, all reciprocal easement agreements, royalties and all rights appertaining to the use and enjoyment of the Land, including alley, drainage, mineral, water, oil and gas rights.

J. **Improvements.** All buildings, improvements and structures at any time, now or hereafter, erected, situated or placed thereon (the "Improvements").

K. **Fixtures.** All fixtures and personal property now or at any time hereafter annexed, affixed or attached to said real estate and/or the buildings, improvements or structures thereon and all replacements, additions and substitutions thereof or thereto, including, but not limited to, all apparatus, appliances, machinery, equipment and articles used to supply or provide, or in connection with, heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation and sprinkler systems, all fire prevention and extinguishing apparatus, all window shades, drapes, drapery equipment, carpeting, tile and floor coverings, all wall coverings, all security and access control apparatus, and all trees, plants

UNOFFICIAL COPY

and landscaping (the Land, together with the Improvements and Fixtures, is referred to herein as the "Premises").

L. Accounts; Contract Rights; Inventory; General Intangibles; Chattel Paper. All accounts, accounts receivable, lease payments, rental payments, royalties, issues, income, profits, lease rights, contract rights, documents, instruments and other forms of obligation including, without limitation, all development or other rights with respect to the foregoing and other rights to the payment of money including, without limitation, third party reimbursement obligations and all goods whose sale, lease, rental or other disposition by Debtor have given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor (collectively, "Accounts"); all notes, reserves, deposits, certificates of deposit and deposit accounts and all interest or dividends thereon, securities, cash, and cash equivalents; all inventory of Debtor, wherever located, whether under lease, in transit, held by others for Debtor's account, covered by warehouse receipts, purchase orders and/or contracts, or in the possession of any lessees, renters, carriers, forwarding agents, truckers, warehousemen, vendors or other Persons, including, without limitation, all raw materials, work in process, finished goods, supplies, goods, incidentals, office supplies and packaging and shipping materials (collectively, "Inventory"); all general intangibles of any kind or nature whatsoever, including, without limitation, all patents, trademarks, copyrights and other intellectual property, and all applications for, registrations of and licenses of the foregoing, and all computer software, product specifications, trade secrets, licenses, trade names, service marks, goodwill, tax refunds and rights to tax refunds; all chattel paper of any kind or nature whatsoever, including without limitation, all leases, rental agreements, installment sale agreements, conditional sale agreements, rights to acquire land or improvements, and other chattel paper relating to or arising out of the purchase, sale, rental, lease or other disposition of any of the Mortgaged Property.

M. Personal Property. All other personal property, whether now owned or hereafter acquired by Debtor, and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements, additions and substitutions thereof and thereto, including, but not limited to, the following (collectively, the "Personal Property"): all equipment, machinery, fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Mortgaged Property or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, amplifiers, antennae, appliances, apparatus, awnings, basins, boilers, bookcases, booths, cabinets, carpets, chairs, cleaning and janitorial equipment and supplies, coolers, compactors, computers and computer equipment and wiring, conduit, copy machines, cups, curtains, desks, dishes, dishwashers, doors, drapes, drapery equipment and apparatus, ducts, dynamos, elevators, engines, equipment, escalators, fans, fax machines, fittings, floor coverings, freezers, furnaces, furnishings, furniture, glasses, goods, hardware, heaters, humidifiers, incinerators, kitchen equipment and appliances, lights and lighting, machinery, microphones, monitors, motors, ovens, pans, pipes, plates, plumbing, pots, printers, pumps, radiators, ranges, refrigerators, risers, screens, security systems, shades, shelving, silverware, sound systems, speakers, sprinklers, stools, stoves, tile and floor coverings, tables, telephones, tools, ventilators, wall coverings, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, owned by Debtor and now or hereafter used for similar purposes in or in connection with the Mortgaged Property, all appliances, all shelving and storage apparatus, all construction goods and materials whether or not the same have been incorporated into the buildings or improvements thereon, and all tools, supplies and equipment used in connection with construction, repair, maintenance, janitorial or groundskeeping services thereon or therefor.

UNOFFICIAL COPY

N. Claims; Books and Records. All right to take any action or file any papers or process in any court of competent jurisdiction, which may in the opinion of Secured Party be necessary to preserve, protect, or enforce the rights or claims of Debtor in and to the Premises or the Personal Property or both, including the filing of any proof of claim in any insolvency proceeding under any state, federal or other laws and any rights, claims or awards accruing to or to be paid to Debtor; and all books, records, computer records, electronic data, reports, tests, surveys, plans, specifications, permits, conditional use permits, licenses, computer disks, ledger cards, programs and other computer materials, customer and supplier lists, invoices, orders and documents of any kind or nature relating to the foregoing or the development or operation thereof.

O. Leases. All leases, subleases, lettings and licenses of the Premises or any part thereof now or hereafter entered into, and all amendments, modifications, extensions, renewals, restatements and guarantees thereof (all of the foregoing hereinafter collectively referred to as the "Leases"), and all right, title and interest of Debtor thereunder, including cash and securities deposited thereunder (as down payments, security deposits or otherwise), the guarantees of third parties related to the obligations existing pursuant to such Leases, the right to receive and collect the rents, expense reimbursements, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions thereof (all of the foregoing hereinafter collectively referred to as the "Rents") and the right to apply the same to the payment and performance of the Obligations.

P. Accessions; After Acquired Property and Proceeds. All accessions to any of the foregoing and all substitutions, renewals, improvements and replacements of and additions thereto; all after-acquired property of the nature described above; all products and proceeds of any of the foregoing, including, without limitation, insurance proceeds, whether cash or noncash, immediate or remote, including without limitation, all income, accounts, contract rights, general intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange, or other disposition of any of the foregoing items.

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

UNOFFICIAL COPY

EXHIBIT B

Legal Description Of The Land

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:
LOTS 1 AND 2 IN E.A. CLIMMINGS AND COMPANY'S RESUBDIVISION OF LOTS 1 TO 100 BOTH
INCLUSIVE AND VACATED ALLEYS IN THE SUBDIVISION OF BLOCK 4 IN STEEL'S SUBDIVISION
OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBERS:

16-26-401-009-0000 Vol. 577

P/A 3501-3565 W. 26th STREET
CHICAGO, IL 60623

Property of Cook County Clerk's Office