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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc#: 1401417031 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/14/2014 01:54 PM Pg: 1 of 5

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) 20687 - ASSOCIATED	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	41295974 ILIL FIXTURE

File with Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1101834010 1/18/2011 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
2352 W. BELMONT FORTE HOLDINGS, LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN 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
ASSOCIATED BANK, NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: 2352 W. BELMONT FORTE HOLDINGS, LLC
41295974 22217

8
5
N
Y
Y
Y

UNOFFICIAL COPY**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1101834010 1/18/2011 CC IL Cook	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ASSOCIATED BANK, NATIONAL ASSOCIATION	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement. (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME 2352 W. BELMONT FORTE HOLDINGS, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

2352 W. BELMONT FORTE HOLDINGS, LLC - 2338 W BELMONT, 2ND FLOOR, CHICAGO, IL 60618
FORTE HOLDINGS, LLC - 2338 W BELMONT, 2ND FLOOR, CHICAGO, IL 60618

Secured Party Name and Address:

ASSOCIATED BANK, NATIONAL ASSOCIATION - 200 N. ADAMS ST., PO BOX 10006, GREEN BAY, WI 54307-9006

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: SEE ATTACHED EXHIBITS A, B AND C
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	Parcel ID: 14-19-328-036-0000

18. MISCELLANEOUS: 41295974-IL-31 20687 - ASSOCIATED BANK - CO ASSOCIATED BANK, NATIONAL File with: Cook, IL 22217 8761647-0001

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EXHIBIT A

Any and all property of the Debtor, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, including, but not limited to, the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "Collateral"):

(a) all property of, or for the account of, the Debtor now or hereafter coming into possession, control or custody of, or in transit to, the Secured Party or any participant with the Secured Party in the Loan (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including the proceeds of insurance thereon; and

(b) the additional property of the Debtor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

(i) All Accounts Receivable and all Accounts and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;

(ii) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;

(iii) All Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;

(iv) All Software and computer programs;

(v) All Securities, Investment Property, Financial Assets and Deposit Accounts;

(vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Supporting Obligations, notes secured by real estate, Commercial Tort Claims as specifically identified to the Secured Party, and General Intangibles, including Payment Intangibles; and

(vii) All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including, without limitation, all insurance policies and proceeds of insurance payable by reason of loss or damage to the foregoing property, including unearned premiums, and of eminent domain or condemnation awards.

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EXHIBIT B

1. Any fixtures or attachments now or hereafter owned by Debtor and located in or on, forming part of, attached to, used or intended to be used in connection with or incorporated in the real property legally described on Exhibit C (the "Real Property"), including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing ("Improvements");
2. Any interests, estates or other claims of every name, kind or nature, both at law and in equity, which Debtor now has or may acquire in the Real Property, the Improvements, the Equipment (as hereinafter defined) or any of the property described in clauses 3, 5, 6, 7 or 8 hereof;
3. All of Debtor's interest and rights as lessor in and to all leases, subleases and agreements, written or oral, now or hereafter entered into, affecting the Real Property, the Improvements, the Equipment or any part thereof, and all income, rents, receipts, issues, proceeds and profits accruing therefrom (provided that the assignment hereby made shall not diminish or impair the obligations of Debtor under the provisions of such leases, subleases or agreements, nor shall such obligations be imposed on Secured Party);
4. All of Debtor's interest in and to all fixtures, personal property of any kind or character now or hereafter attached to, contained in and used or useful in connection with the Real Property or the improvements together with all furniture, furnishings, apparatus, goods, systems, fixtures and other items of personal property of every kind and nature, now or hereafter located in upon or affixed to the Real Property or the Improvements, or used or useful in connection with any present or future operation of the Real Property or the Improvements, including, but not limited to, all apparatus and equipment used to supply heat, gas, air conditioning, water, light, power, refrigeration, electricity, plumbing and ventilation, including all renewals, additions and accessories to and replacements of and substitutions for each and all of the foregoing, and all proceeds therefrom (the "Equipment");
5. All of the estate, interest, right, title or other claim or demand which Debtor now has or may acquire with respect to (i) proceeds of insurance in effect with respect to the Real Property, the Improvements or the Equipment, and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding of all or any portion of the Real Property, the Improvements or the Equipment;
6. All intangible personal property, trade names, accounts, licenses, permits, instruments, contract rights, and chattel paper of Debtor, including, but not limited to cash, accounts receivable, bank accounts, project performance bonds, certificates of deposit, rights (if any) to amounts held in escrow, deposits, judgments, liens and causes of action, warranties and guaranties, relating to the Real Property and the loan documents;
7. All other property rights of Debtor of any kind or character related to all or any portion of the Real Property, the Improvements or the Equipment; and
8. The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding clauses.

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EXHIBIT C

LEGAL DESCRIPTION

THE EAST 40 FEET OF THE SOUTH 122 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE SOUTH 268 FEET OF THE WEST 218 FEET OF BLOCK 45, IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$) IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2340-52 W. BELMONT AVENUE, CHICAGO, ILLINOIS

P.I.N.: 14-19-328-036-0000

Property of Cook County Clerk's Office