

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc#: 1416244077 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/11/2014 04:03 PM Pg: 1 of 3

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Thorofare Asset Based Lending Fund II, LP
c/o Thorofare Capital, Inc.
601 S. Figueroa St., Suite 2050
Los Angeles, CA 90017

THE ABOVE

1a. INITIAL FINANCING STATEMENT FILE NUMBER: 1324745047
1b. [X] 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. [X] 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: AND Check one of these three boxes to:
This Change affects [] Debtor or [] Secured Party of record
[] 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: Acumen, 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:

FIDELITY NATIONAL TITLE

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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: Thorofare Asset Based Lending Fund II, LP
OR
9b. INDIVIDUAL'S SURNAME, FIRST PERSONAL NAME, ADDITIONAL NAME(S)/INITIAL(S), SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UNOFFICIAL COPY

ADDENDUM EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement by Acumen, LLC, an Illinois Series limited liability company ("**Debtor**") and made a part hereof by this reference.

DESCRIPTION OF PERSONAL PROPERTY COLLATERAL

(Pursuant to Item #4)

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, embedded software therein, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Exhibit B attached hereto and incorporated by reference herein (to the extent that the same are not effectively made a part of such the real property pursuant to the mortgage of even date herewith executed by Debtor in favor of Secured Party ("**Mortgage**") or (ii) all buildings, other improvements and fixtures now or hereafter located therein (collectively with such real property, "**Property**"); all after acquired title, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to such real property, and together with all development rights or credits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property; together with all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to Article 3 of the Mortgage); all inventory, accounts, cash receipts, deposit account, accounts receivable, contract rights, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, notes, drafts, letters of credit, letter of credit rights, supporting obligations insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Property or any business now or hereafter conducted thereon by Debtor; all rights of Debtor under any interest rate hedge, cap, swap or similar agreement; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Documents; all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, together with all books, records and files relating to any of the foregoing.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of the Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.

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ADDENDUM EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement by Acumen, LLC, an Illinois Series limited liability company ("**Debtor**") and made a part hereof by this reference.

LOCATION OF PERSONAL PROPERTY COLLATERAL (Pursuant to Item #4)

LOT 76 IN IRA SCOTT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF BLOCK 1 ON SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, 31, 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN # 14-33-313-005-0000

Address: 1723 N. Halsted Street, Chicago, IL 60614

Cook County Clerk's Office