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1512119176

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc#: 1512119176 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2015 03:40 PM Pg: 1 of 9

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
99114924 - 369420 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Illinois (Cook)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 1013134007 05/11/2010	1b. <input checked="" type="checkbox"/> 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
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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: Vienna Beef Ltd.			
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) exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name

7a. ORGANIZATION'S NAME: Vienna Beef Ltd.			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
			SUFFIX

7c. MAILING ADDRESS: 2501 N Damen Avenue	CITY: Chicago	STATE: IL	POSTAL CODE: 60647	COUNTRY: USA
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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:
This is a fixture filing covering equipment and personal property leased by Varilease Finance, Inc. as Lessor to [lessee] as Lessee pursuant to Schedule No. [] dated [] to Master Lease Agreement dated []. The equipment as described in the attached Exhibit A is or may become a fixture to the real property described in the attached Exhibit B. The owner/mortgagee waiver relating to the real property is attached as Exhibit C.

This financing statement is to be recorded in the real estate records of [] County, State of [].

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: VFI - SPV V Corp.			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: 8915400301 Debtor: Vienna Beef Ltd.

99114924

UNOFFICIAL COPY**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1013134007 05/11/2010	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME VFI - SPV V Corp.	
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			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

The owner of record is [].

The address of the real property is [].

THIS FILING IS FOR PRECAUTIONARY AND INFORMATIONAL PURPOSES ONLY. THE PARTIES CONSIDER THIS TRANSACTION TO BE A TRUE LEASE. LESSEE HAS NO RIGHT TO SELL OR PLEDGE THE EQUIPMENT AND PERSONAL PROPERTY, IT IS OWNED BY LESSOR AND LEASED TO LESSEE.

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing	17. Description of real estate:
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	
18. MISCELLANEOUS:	

UNOFFICIAL COPYEXHIBIT A
of 1 page

Lessee: Vienna Beef Ltd.; Vienna Sausage Manufacturing Co.; Bistro Soups, Ltd.; Food City Pickle LLC
and Vienna Beef Express LLC

ML dated: April 20, 2010

Schedule No.: 01

Location: 2501 North Damen Avenue
Chicago, IL 60647

Vendor: Barliant Auctions Inc.

Invoice dated 9/15/2009

\$ 159,500.00

Qty	Description	Serial #	Cost per Item including Buyer's Premium	Total
1	Wolfking Model SFG1500/250 UN Self feeding Grinder w/ Bone Collection System	56682	\$ 16,500.00	\$ 16,500.00
1	S.S. Work Platform with 6-step stairs and handrails			
1	S.S. Vat Dumper, 5' dump height, 4' w x 4' l carriage with hydraulic power pack		\$ 7,150.00	\$ 7,150.00
1	A-One Workhorse Model CBD-48 S.S. vat dumper with hydraulic power pack	22566	\$ 7,150.00	\$ 7,150.00
1	Townsend Model NL 17 Smart Linker with loop or takeaway conveyor	273	\$ 11,000.00	\$ 11,000.00
1	S.S. frame conveyor, 12" w x 12" l, neoprene with stainless steel packoff shelves above, 1 hp electric drive		\$ 2,200.00	\$ 2,200.00
1	Planet Model PPC00104 Dual Lane Hot Dog Loading System Class SP3H, new vintage recently manufactured, 15' dual lane	Hot Dog Loading System: PPC-RF-SP3H-6-23-J-R2-R7000	\$ 110,000.00	\$ 110,000.00
1	S.S. frame incline conveyor, 16" w x 10' l flighted intralo belt, 2" l flights, 5" h infeed, 9' high outfeed with spray nozzels for continuous			
1	Multivac Packager, 4 up 7 1/2" w x 9" l die box, 15 1/2" web width, with Koch Model PL42115200 crossweb labeler, with screen controls	Multivac Packager: 1624		
1	S.S. frame incline conveyor, 17" with flighted intralox belt, 4" h flights, 11 1/2" between flights, S.S. side plates & drip pans, equiped with spray		\$ 5,500.00	\$ 5,500.00

together with all additions, alterations, accessions and modifications thereto and replacements of any part thereof, and substitutions therefore, all accessories, and attachments, in whole or in part. Any related software (embedded therein or otherwise), all intangibles and other rights associated with such equipment, including without limitation any licenses to use or own such equipment, any manufacturer's or other warranties with respect to such equipment, all goods, refunds, rebates, remittances, insurance and insurance proceeds, and all rights related thereto, and other property or rights to which the Lessee may be or become entitled by reason of Lessee's interest in the equipment, software or personal property.

Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

That part of the southwest 1/4 of the southeast 1/4 of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west and south of the north branch of the Chicago River, north of Fullerton Avenue, northeast of Elston Avenue and east of the east line of Robey Street, now known as Damen Avenue, as now located, except the following:

Lots 15 to 32, both inclusive, in Block 8 of Fullerton's Addition to Chicago in said southwest 1/4 of the southeast 1/4 and also excepting the street and alley adjoining said lots on the east and north; also excepting that part thereof lying east of the following described line:

Commencing at the northeast corner of Fullerton and Wolcott Avenues, being also the southwest corner of vacated Block 10 in said Fullerton's Addition; thence north 00 degrees, 24 minutes west in the east line of said Wolcott Avenue, a distance of 141.00 feet to a point in the north line of the east and west 16-foot alley in said Block 8, extended to the east line of said Wolcott Avenue; thence west in the north line of said alley extended east, a distance of 37.80 feet; thence north 17 degrees, 30 minutes east, a distance of 277.17 feet; thence north 03 degrees, 07 minutes east, a distance of 117.64 feet to the southeast corner of a brick building; thence north 04 degrees, 51 minutes west along the easterly face of said brick building and the same extended northerly, a distance of 47.83 feet; thence north 05 degrees, 03 minutes, 36 seconds west to the thread of the north branch of the Chicago River, in Cook County, Illinois.

Parcel 2:

Lots 15 through 32 in Block 8 in Fullerton's addition to Chicago, said Fullerton addition being a subdivision of part of the southeast 1/4 of Section 30, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the north branch of the Chicago River and that part of the north 1/2 of the northeast 1/4 of Section 31, Township 40 North, Range 14, east of the Third Principal Meridian, lying west of the Chicago River and west of the Chicago and Northwestern Railroad, in Cook County, Illinois.

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Common Address of Premises:

2501 North Damen Avenue
Chicago, Illinois

1902, 1904, 1906, 1908, 1910, 1912, 1918, 1920-1922 West Fullerton Avenue
Chicago, Illinois

2401 and 2407 Elston Avenue
Chicago, Illinois

Tax Identification Number: 36-3172569

Permanent Index Numbers:

14-30-401-003
14-30-401-004
14-30-401-005
14-30-401-006
14-30-401-007
14-30-401-008
14-30-401-009
14-30-401-010
14-30-401-011
14-30-401-012
14-30-401-013
14-30-401-014
14-30-401-015
14-30-401-016
14-30-401-017
14-30-401-019

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT C**

Varilease Finance, Inc.
6340 South 3000 East, Suite 400
Salt Lake City, UT 84121
www.varilease.com
tel 801.733.8100
fax 801.733.8900

REAL PROPERTY WAIVER

Master Lease Agreement dated April 20, 2010 ("Master Agreement")

Varilease Finance, Inc., 6340 South 3000 East, Suite 400, Salt Lake City, UT 84121 ("Lessor") has or is about to lease to Vienna Beef Ltd., 2501 North Damen Avenue, Chicago, IL 60647 ("Co-Lessee"); Vienna Sausage Manufacturing Co., 2501 North Damen Avenue, Chicago, IL 60647 ("Co-Lessee"); Bistro Soups, Ltd., 2501 North Damen Avenue, Chicago, IL 60647 ("Co-Lessee"); Food City Pickle LLC, 2501 North Damen Avenue, Chicago, IL 60647 ("Co-Lessee") and Vienna Beef Express LLC, 2501 North Damen Avenue, Chicago, IL 60647 ("Co-Lessee") (Co-Lessee hereinafter referred to collectively as "Lessee") pursuant to the terms of the MLA consisting of hot dog manufacturing equipment as more fully described in the attached Exhibit A of one (1) page which by this reference becomes a part hereof ("Personal Property").

Some or all of the Personal Property may now or hereafter be located at 2501 North Damen Avenue, Chicago, IL 60647 (the "Premises") in which the undersigned (the "Claimant") may have an interest by virtue of a deed, lease, mortgage or other instrument.

For good and valuable consideration, Claimant hereby irrevocably and unconditionally disclaims any and all interest, lien, claim or right in and to the Personal Property whether existing now or arising in the future. Claimant agrees that the Personal Property may be affixed to the Premises and that the Personal Property is to remain personal property notwithstanding, and that title thereof shall remain at all times in Lessor. Claimant agrees not to restrain or interfere with Lessor's removal and disposition of the Personal Property for any reason, or require any bond or court order to remove the Personal Property. Claimant further agrees that upon reasonable prior notice, Lessor may enter the Premises and inspect, maintain, store, dispose and remove the Personal Property with the understanding that: (a) Lessor shall pay for the cost of any damage to the Premises caused by Lessor's storage, disposition and removal of the Personal Property; (b) Lessor shall cap at its own expense all utility connections upon removal of the Personal Property; (c) Lessor shall add Claimant as an additional insured on Lessor's general liability insurance policy to the extent of Claimant's interest in the Premises; and (d) Lessor shall remove the Personal Property within thirty (30) days after receipt Claimant's written request. If Lessor elects to make monthly rent payments on behalf of Lessee (but excluding any other amounts), however, the Personal Property may remain on the Premises for up to four (4) months. Such monthly rent payments will be equal to the then scheduled monthly rent payment times the amount of leased space occupied by the Personal Property as a percentage of the total space of the Premises. In the event Lessor is unable to obtain or retain possession and control of the Personal Property by virtue of bankruptcy proceedings involving the Lessee, Lessor's right to use the Premises shall be extended for a reasonable period to permit Lessor to obtain or retain possession of the Personal Property (and during such period, Lessor's obligation to pay any monthly rent payments shall be suspended). Claimant agrees to promptly provide Lessor with written notice if Claimant takes possession of the Premises. The foregoing agreements are subject to and qualified in their entirety by (i) Lessor's rights in and to the Premises and (ii) compliance by Lessor with all applicable laws and its contractual agreements with Lessee.

This waiver constitutes the entire agreement between the parties, and its terms may not be modified except in writing signed by Claimant and Lessor. Each party represents it has the authority to enter into this waiver. This waiver is binding upon Claimant, its assigns, representatives and successors of Claimant (including any mortgagees, sublessees and parties claiming an interest in the Premises through Claimant); and inures to the benefit of their assigns, representatives and successors of Lessor.

LESSOR:

VARILEASE FINANCE, INC.

By: Sherrie CopierName: Sherrie CopierTitle: SVP

CLAIMANT:

The Private Bank and Trust CompanyBy: Douglas W. BuchlerName: Douglas W. BuchlerTitle: Associate Managing Director

This Real Property Waiver may be signed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

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LESSEE'S CONSENT

The undersigned, Lessee, hereby consents to the foregoing in its entirety; and waives any claims against Claimant and Lessor for complying with the terms of the foregoing waiver.

CO-LESSEE:

VIENNA BEEF LTD.

By: William M. Lueg, Jr.

Name: William M. Lueg, Jr.

Title: VP - FINANCE

CO-LESSEE:

VIENNA SAUSAGE MANUFACTURING CO.

By: William M. Lueg, Jr.

Name: William M. Lueg, Jr.

Title: VP - FINANCE

CO-LESSEE:

BISTRO SOUPS, LTD.

By: William M. Lueg, Jr.

Name: William M. Lueg, Jr.

Title: VP - FINANCE

CO-LESSEE:

FOOD CITY PICKLE LLC

By: VIENNA BEEF LTD., Its Manager

By: William M. Lueg, Jr.

Name: William M. Lueg, Jr.

Title: VP - FINANCE

CO-LESSEE:

VIENNA BEEF EXPRESS LLC

By: VIENNA BEEF LTD., Its Manager

By: William M. Lueg, Jr.

Name: William M. Lueg, Jr.

Title: VP - FINANCE

Property of Cook County Clerk's Office

This Real Property Waiver may be signed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

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EXHIBIT A
of 1 page

Lessee: Vienna Beef Ltd.; Vienna Sausage Manufacturing Co.; Bistro Soups, Ltd.; Food City Fields LLC
and Vienna Beef Express LLC

ML dated: April 24, 2019
Schedule No.: 41

Location: 2591 North Damen Avenue
Chicago, IL 60647

Vendor: Barlist Auction Inc.
Invoice dated 9/15/2019

Qty	Description	Serial #	Cost per Item Including Buyer's Premium	Total
\$ 159,500.00				
1	Welding Model SFG150B250LRT 46" Dia. Grinder w/ Bone Collection System	96982	\$ 16,500.00	\$ 16,500.00
1	S.S. Work Platform with 6-step stairs and handrails			
1	S.S. Vat Dumper, 5' dump height, 4' w x 4' d capacity with hydraulic power pack		\$ 7,150.00	\$ 7,150.00
1	A-One Workhorse Model CND-48 S.S. Vat dumper w/ 6 hydraulic power pack	22566	\$ 7,150.00	\$ 7,150.00
1	Towman Model NL 17 Smart Linker with looped underway conveyor	273	\$ 11,000.00	\$ 11,000.00
1	S.S. frame conveyor, 12" w x 12" l, neoprene with stainless steel support shelves above, 1 hp electric drive		\$ 2,200.00	\$ 2,200.00
1	Planet Model PPC00104 Dual Lane Hot Dog Loading System, Class 7/3N, low voltage recently manufactured, 15' dual lane	Hot Dog Loading System: PPC-RF-SP3H-6-23-J-R2-R7000	\$ 110,000.00	\$ 110,000.00
1	S.S. frame incline conveyor, 16" w x 10' l flighted interior belt, 2" h flights, 6" h feed, 9' high confined with spray nozzle for continuous			
1	Multivac Packager, 4 up 7 1/2" w x 9" l die box, 15 1/2" web width, with Koch Model PL42115200 accessweb labeler, with screen controls	Multivac Packager: 1624		
1	S.S. frame incline conveyor, 17" with flighted interior belt, 4" h flights, 11 1/2" between flights, S.S. side plates & drip pans, equipped with spray		\$ 5,500.00	\$ 5,500.00

together with all additions, alterations, accessories and modifications thereto and replacements of any part thereof, and substitutions therefore, all accessories, and attachments, in whole or in part. Any related software (embedded therein or otherwise), all intangibles and other rights associated with such equipment, including without limitation any licenses to use or own such equipment, any manufacturer's or other warranties with respect to such equipment, all goods, refunds, rebates, remittances, insurance and insurance proceeds, and all rights related thereto, and other property or rights to which the Lessee may be or become entitled by reason of Lessee's interest in the equipment, software or personal property.

Lessors: AL

Claimant: Dad

Co-Lessee _____ Co-Lessee _____
Co-Lessee _____ Co-Lessee _____
Co-Lessee _____

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EXHIBIT A
of 1 page

Lessee: Vienna Beef Ltd.; Vienna Sausage Manufacturing Co.; Bistro Soups, Ltd.; Food City Pledge LLC
and Vienna Beef Express LLC

ML dated: April 24, 2010

Schedule No.: 01

Location: 2501 North Damen Avenue
Chicago, IL 60647

Vendor: Barlett Auctions Inc.
Invoice dated 9/15/2009

\$ 159,500.00

Qty	Description	Serial #	Cost per item Including Buyer's Premium	Total
1	Wolfing Model SFG1500/250UNI 9' feed Grader w/ Bone Collection System	36682	\$ 16,300.00	\$ 16,300.00
1	S.S. Work Platform with 6-step stairs and handrails			
1	S.S. Vat Dumper, 9' dump height, 4' w x 4' d w/ hydraulic power pack		\$ 7,150.00	\$ 7,150.00
1	A-One Workhorse Model CBD-48 S.S. Vat dumper w/ hydraulic power pack	22566	\$ 7,150.00	\$ 7,150.00
1	Townsend Model NL 17 Smart Linker with loopers to convey conveyor	273	\$ 11,000.00	\$ 11,000.00
1	S.S. frame conveyor, 12" w x 12" h, neoprene with stainless steel packoff shelves above, 1 hp electric drive		\$ 2,200.00	\$ 2,200.00
1	Planet Model PPC00104 Dual Lane Hot Dog Loading System, Class SP3H, new vintage recently manufactured, 15' dual lane	Hot Dog Loading System: PPC-RF-SP3H-6-23-J-R2-R7000	\$ 110,000.00	\$ 110,000.00
1	S.S. frame incline conveyor, 16" w x 10' l flighted intralon belt, 2" h flights, 5" h infeed, 9' high outfeed with spray nozzles for continuous			
1	Multivac Packager, 4 up 7 1/2" w x 9" l die box, 15 1/2" web width, with Koch Model PL42115200 crescent labeler, with screen controls	Multivac Packager: 1624		
1	S.S. frame incline conveyor, 17" with flighted intralon belt, 4" h flights, 11 1/2" between flights, S.S. side plates & drip pans, equipped with spray		\$ 5,500.00	\$ 5,500.00

together with all additions, alterations, accessories and modifications thereto and replacements of any part thereof, and substitutions therefor, all accessories, and attachments, in whole or in part. Any related software (embedded therein or otherwise), all intangibles and other rights associated with such equipment, including without limitation any licenses to use or own such equipment, any manufacturer's or other warranties with respect to such equipment, all goods, refunds, rebates, remittances, insurance and insurance proceeds, and all rights related thereto, and other property or rights to which the Lessee may be or become entitled by reason of Lessee's interest in the equipment, software or personal property.

Co-Lessee WMF Co-Lessee WMF
 Co-Lessee WMF Co-Lessee WMF
 Co-Lessee WMF

Lessor _____

Claimant WMF

City Clerk's Office