

# UNOFFICIAL COPY



## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

Doc#: 1529229031 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/19/2015 02:38 PM Pg: 1 of 4

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)  106771640 - 394010 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62707  Filed In: Illinois (Cook)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 1515556044 06/04/2015	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 Macquarie Investments US Inc., d/b/a Principal Commercial Capital				
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 Macquarie US Trading LLC, d/b/a Principal Commercial Capital				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS 801 Grand Avenue	CITY Des Moines	STATE IA	POSTAL CODE 50392	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:  
See Attached Exhibit A & B

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 Macquarie Investments US Inc., d/b/a Principal Commercial Capital				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: Peppercorn 240, LLC - Loan 757636

106771640

Bm

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

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
1515556044 06/04/2015

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Macquarie Investments US Inc., d/ba/ Principal Commercial Capital

OR  
12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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):

15. This FINANCING STATEMENT AMENDMENT:

 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):Debtor: Peppercorn 240, LLC  
One North Wacker Drive, Suite 4125  
Chicago, IL 60606Secured Party: Macquarie Investments US Inc., d/b/a Principal  
Commercial Capital  
801 Grand Avenue  
Des Moines, IA 50392

17. Description of real estate:

Property Located in Cook County, IL

Property Address: 240 N Ashland, Chicago, IL 60607

Parcels: 17074110070000, 17074110080000,  
17074110160000, 17074110240000, 17074110250000,  
17074110260000, 17074110270000, 1707411028000018. MISCELLANEOUS:  
Loan 757636

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## EXHIBIT A

### LEGAL DESCRIPTION

**PARCEL 1:**  
LOTS 1 TO 10, BOTH INCLUSIVE (EXCEPT THAT PART LYING EAST OF A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 7) IN D. W. SUTHERLAND SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 1A:**  
THE EAST 1/2 OF THE VACATED NORTH/SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING PARCEL 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
LOTS 1 TO 6, BOTH INCLUSIVE, IN H. E. BARBOUR'S SUBDIVISION OF PART OF BLOCK 48 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2A:**  
THE EAST/WEST 10-FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND 3 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 4, 5 AND 6 OF PARCEL 2 AFORESAID; ALSO,

THE WEST 1/2 OF THE NORTH/SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1, THE EAST LINE OF LOT 1 PRODUCED SOUTH 10.00 FEET AND EAST OF AND ADJOINING THE EAST LINE OF LOT 6 OF PARCEL 2 AFORESAID, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**  
LOTS 1 TO 8, BOTH INCLUSIVE, LOT 9 (EXCEPT THE WEST 16.00 FEET THEREOF), ALL OF LOTS 26 TO 32, BOTH INCLUSIVE IN C. J. HULL'S SUBDIVISION OF PART OF BLOCK 48 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3A:**  
THE EAST/WEST 16-FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 4, LOT 5 (EXCEPT THE WEST 16.00 FEET THEREOF) AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 28 (EXCEPT THE WEST 16.00 FEET THEREOF) AND LOTS 29 TO 32 OF PARCEL 3 AFORESAID, IN COOK COUNTY, ILLINOIS.

**PARCEL 3B:**  
THE EAST-WEST 16-FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE WEST 16.00 FEET OF LOT 5 AND LOTS 6 AND 7 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 26, 27 AND THE WEST 16.00 FEET OF LOT 28 OF PARCEL 3 AFORESAID, IN COOK COUNTY, ILLINOIS.

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## UCC EXHIBIT B

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST AS LESSOR IN AND TO ALL LEASES AND ALL RENTS RELATING TO THE PREMISES, AS THE PREMISES IS MORE FULLY DESCRIBED IN EXHIBIT A OF THIS FINANCING STATEMENT, AND ALL OTHER LEASES, TENANCIES, RENTAL ARRANGEMENTS, LICENSE AGREEMENTS, CONCESSION AGREEMENTS, STORAGE AGREEMENTS, SUBLEASES, AND GUARANTEES OF PERFORMANCE OR OBLIGATIONS OF ANY PARTY(IES) THEREUNDER RELATING TO THE PREMISES OR ANY PART THEREOF, NOW EXISTING OR WHICH MAY BE EXECUTED AT ANY TIME IN THE FUTURE AND ALL AMENDMENTS, EXTENSIONS, AND RENEWALS THEREOF AND ALL RENTS (INCLUDING INCOME OR PAYMENTS, REGARDLESS OF TYPE OR SOURCE OR PAYMENT, INCLUDING BUT NOT LIMITED TO COMMON AREA MAINTENANCE CHARGES, SECURITY DEPOSITS, STORAGE FEES, LEASE TERMINATION PAYMENTS, PURCHASE OPTION PAYMENTS, REFUNDS OF ANY TYPE, PREPAYMENT OF RENTS, SETTLEMENTS OF LITIGATION OR SETTLEMENTS OF PAST DUE RENTS AND ANY LETTER OF CREDIT AND ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT, ACCRUING OR TO ACCRUE OR DERIVED FROM, OR RELATING TO, THE PREMISES WHICH ARE PLEDGED AND ASSIGNED ABSOLUTELY AND DIRECTLY (AND NOT MERELY COLLATERALLY):

ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN AND TO ALL SINGULAR TENEMENTS, HEREDITAMENTS, EASEMENTS, APPURTENANCES, PASSAGES, WATERS, WATER COURSES, RIPARIAN RIGHTS, DIRECT FLOW, DITCH, RESERVOIR, WELL AND OTHER WATER RIGHTS, WHETHER OR NOT ADJUDICATED, WHETHER TRIBUTARY OR NONTRIBUTARY AND WHETHER EVIDENCED BY DEED, WATER STOCK, PERMIT, OR OTHERWISE, SEWER RIGHTS, RIGHTS IN TRADE NAMES AND ANY NAME UNDER WHICH THE PREMISES IS NOW OR HEREAFTER OPERATED AND THE RIGHT TO MANAGE AND OPERATE THE PREMISES UNDER ANY SUCH NAME OR VARIANTS THEREOF, LICENSES, PERMITS AND CONTRACTS, AND ALL OTHER RIGHTS OF ANY KIND OR CHARACTER IN ANY WAY NOW OR HEREAFTER APPERTAINING TO THE PREMISES, INCLUDING BUT NOT LIMITED TO HOMESTEAD AND ANY OTHER CLAIM AT LAW OR IN EQUITY AS WELL AS ANY AFTER-ACQUIRED TITLE, FRANCHISE, OR LICENSE AND THE REVERSION AND REVERSIONS AND REMAINDER AND REMAINDERS THEREOF AND ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN AND TO ANY AND ALL STRIPS OR GORES OF LAND ADJACENT TO AND USED IN CONNECTION WITH THE PREMISES AND ALL RIGHT, TITLE AND INTEREST OF DEBTOR, NOW OR HEREAFTER ACQUIRED, IN, TO, OVER AND UNDER THE WAYS, STREETS, SIDEWALKS AND ALLEYS ADJOINING THE PREMISES:

ALL RIGHT, TITLE AND INTEREST OF DEBTOR IN AND TO ANY AND ALL BUILDINGS AND IMPROVEMENTS OF EVERY KIND AND DESCRIPTION NOW OR HEREAFTER ERECTED OR PLACED ON THE PREMISES AND ALL MATERIALS INTENDED FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION AND REPAIRS OF SUCH BUILDINGS AND IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PREMISES, ALL OF WHICH MATERIALS SHALL BE DEEMED TO BE INCLUDED WITHIN THE PREMISES IMMEDIATELY UPON THE DELIVERY THEREOF TO THE PREMISES, AND ALL IMPROVEMENTS NOW OR HEREAFTER OWNED BY DEBTOR AND ATTACHED TO OR CONTAINED IN AND USED IN CONNECTION WITH THE PREMISES AND APPURTENANCES THERETO; AND ALL ITEMS OF FURNITURE, FURNISHINGS, FIXTURES, MACHINERY, ENGINES, COMPRESSORS, MOTORS, ELEVATORS, PIPES, PUMPS, TANKS, FITTINGS, CONDUITS, WIRING, RADIATORS, AWNINGS, SHADES, SCREENS, PLUMBING, HEATING, LIGHTING, VENTILATING, REFRIGERATING, INCINERATING, AIR CONDITIONING, LIFTING, CLEANING, COMMUNICATIONS, FIRE PREVENTION, FIRE EXTINGUISHING AND SPRINKLER EQUIPMENT AND FIXTURES AND APPURTENANCES THERETO, OTHER EQUIPMENT AND PERSONAL PROPERTY OWNED BY DEBTOR AND USED OR USEFUL IN THE OPERATION OF THE BUILDINGS AND/OR IMPROVEMENTS, OR OTHERWISE RELATED TO THE PREMISES; AND ALL RENEWALS OR REPLACEMENTS OF ALL THE AFORESAID PROPERTY OR ARTICLES IN SUBSTITUTION THEREFORE, WHETHER OR NOT THE SAME ARE OR SHALL BE ATTACHED TO SAID BUILDINGS OR IMPROVEMENTS IN ANY MANNER AND REGARDLESS OF WHERE SITUATED, USED, USABLE, OR INTENDED TO BE USED IN CONNECTION WITH ANY PRESENT OR FUTURE USE OR OPERATION OF OR UPON SAID PREMISES;

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL FUNDS NOW OR HEREAFTER HELD BY SECURED PARTY UNDER THE LOAN AGREEMENT, ANY COLLECTION ACCOUNT OR SECURITY DEPOSIT ACCOUNT REQUIRED BY LENDER PURSUANT TO THE TERMS OF THE LOAN AGREEMENT, ANY PROPERTY RESERVES AGREEMENT, ESCROW SECURITY AGREEMENT, ANY LETTER(S) OF CREDIT (INCLUDING ANY PROCEEDS DERIVED FROM ANY LETTER OF CREDIT) OR UNDER ANY OF THE TERMS OF THE LOAN DOCUMENTS EVIDENCING OR SECURING THE TRANSACTION AND ALL OF DEBTOR'S PAYMENT INTANGIBLES, LETTER OF CREDIT RIGHTS, INTEREST RATE CAP AGREEMENTS, TENANT IN COMMON AGREEMENT RIGHTS, ANY AND ALL TAX AND UTILITY REFUNDS OR REBATES RELATED TO THE PREMISES (REGARDLESS OF THE TIME PERIOD IN WHICH THEY RELATE) AND ANY OTHER CONTRACT RIGHTS OF DEBTOR RELATED IN ANY