UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

7c. MAILING ADDRESS

Indicate collateral: See attached Exhibit A.

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@wolfe	erskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	20279 - COMPASS BANK
CT Lien Solutions P.O. Box 29071	51388975
Glendale, CA 91209-9071	ILIL
	FIXTURE
Fil O 1. 9	

Doc#: 1533617023 Fee: \$54.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 12/02/2015 01:01 PM Pg: 1 of 9

Giendale, CA 91209-9071	iLIL			
	FIXTURE			
File w'.n. Cook, iL		THE ABO	VE SPACE IS FOR FILING OFFICE U	ISE ONLY
1a. INITIAL FINANCING STATEMENT THE N. IMBEI 1329135070 10/18/2013 CC IL COK		1b. This FINANCING (or recorded) in Filer: attach Amer	G STATEMENT AMENDMENT is to be filed the REAL ESTATE RECORDS	[for record]
 TERMINATION: Effectiveness of the Financing Statement 	S Itement identified above is terminated with	n respect to the security i	nterest(s) of Secured Party authorizing this	[ermination
 ASSIGNMENT (full or partial): Provide name of For partial assignment, complete items 7 and 9 	Assigned in item 7a or 7b, <u>and</u> address of Astandalon in Jinute affected collateral in item 8	ssignee in item 7c <u>and</u> n	ame of Assignor in item 9	
 CONTINUATION: Effectiveness of the Financial continued for the additional period provided by 	ng Statement ider affied a bove with respect to flapplicable law	the security interest(s) of	Secured Party authorizing this Continuation	Statement is
5. PARTY INFORMATION CHANGE:		"		
Check one of these two boxes:	AND Check on a nother three box	res to:		
This Change affects Debtor or Secured Part	y of record CHANGE i ame and/or a item 6a or 3b; an item 7		ADD name: Complete item DELETE name	e: Give record name
6. CURRENT RECORD INFORMATION: Complete fo	r Party Information Change - provide valvone	name (6e er 6h)	7a or 7b, and item 7c to be deleted in	ı item 6a or 6b
6a. ORGANIZATION'S NAME	The state of the grant of the g	Tiame (da or ob)		 -
2010 N. Halsted, LLC		<i>(</i> /.		
OR 66. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME	ADDITIONAL NAME(SYINITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for	Assignment or Party Information Change - provide only of	one name (7a or 7b) (v.) avec		
7a. ORGANIZATION'S NAME		name (78 of 7b) (b 8 exact	ruli name; do not omit, modify, or abbreviate any part of t	he Debtor's name)
7b. INDIVIDUAL'S SURNAME				
			T'	
INDIVIDUAL'S FIRST PERSONAL NAME			- 6	
INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S)				SUFFIX

				S	U^{-}
9. N	NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AME this is an Amendment authorized by a DEBTOR, check here and provide 19a. ORGANIZATION'S NAME	ENDMENT: Provide only <u>one</u> name name of authorizing Debtor	(9a or 9b) (name of Assignor, if this is an Assignment)	M	N
or	Compass Bank, an Alabama banking corporation			OC.	42
	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		SPECIX	ir
10. (OPTIONAL FILER REFERENCE DATA: Debtor Name: 2010 N. Halste	ed, LLC		INT	T_{2}

DELETE collateral

CITY

51388975 66138

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral

65-0010141648-34

RESTATE covered collateral

COUNTRY

ASSIGN collateral

1533617023 Page: 2 of 9

UNOFFICIAL COPY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS	ENDOM			
11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment fo	rm			
1329135070 10/18/2013 CC IL Cook				
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment	nt form			
12a. ORGANIZATION'S NAME Compass Bank, an Alabama banking corporation				
Compace Bank, any liabania banking corporation				
OR 12b. INDIVIDUAL'S SURNAME	 · · · ·			
	ļ			
FIRST PERSONAL NAME				
ADDITIONAL NAME(SYINITIAL(S)	SUFFIX			
		THE ABOVE S	PACE IS FOR FILING OFFICE US	E ONLY
13. Name of DEBTOR on related financing statem of the ame of a current Debtor of recording Debtor name (13a or 13b) (use exact, full name do not omit, modify, or abbreviate	equired for indexing pur	mores estris	- 60	13): Provide only
13a. ORGANIZATION'S NAME	any part or the Debtors	s name); see Instru	ctions if name does not fit	
2010 N. Halsted, LLC				
OR 13b. INDIVIDUAL'S SURNAME FIRST F	PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
			vestion to the same (open) reactor	SUFFIX
14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):				
Debtor Name and Address: 2010 N. Halsted, LLC - 908 North Halsted , Chicago, IL 60622				
Secured Party Name and Address: Compass Bank, an Alabama banking corporation - 1450 Brickell Avenue, S	with 2020 Minut	El 80404		
The state of the s	did: 2000 , Miairii,	FL 33131		
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15. This FINANCING STATEMENT AMENDMENT:	17. Description	of root patety.		
covers timber to be cut covers as-extracted collateral is filed as a fixture	ſ		Lie A. A	
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	See alla	ched Exhi	DIT A-1.	
(in Busical Good Interface a record interest).				
	Darastur	٠.		
	Parcel II		20	
	14-32-22	28-041-000	JU	
18. MISCELLANEOUS: 51388975-IL-31 20279 - COMPASS BANK (COLLAT Compass Bank, an	Alabama banking File	with: Cook, IL 6	6138 65-0010141648-34	

1533617023 Page: 3 of 9

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R	EAL ESTATE RECORDS (if applicable)		ING STATEMENT: mberto be cut —	covers esext	racted on	ilateral Visited as	o fixture titles
Name : (if Debi	and address of a RECORD OWNER of reel estate described in or does not have a record interest):	item 16 15. Description o		and the state of t		IN 1 12 1ECO 92	a nature meng
		See attache	ed Exhibit A-	1.			
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International Association of Commercial Administrators (IACA) (Rev. 04/20/11)

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Schedule I to UCC Financing Statement

DEBTOR: 2010 N. Halsted, LLC 908 North Halsted Chicago, Illinois 60622

SECURED PARTY: Compass Bank, an Alabama banking corporation 1450 Pack II Avenue, Suite 2000 Miami, Florida 33131

This Falcying Statement to which this Exhibit A is attached and made a part thereof covers the following types (or items) of property under that certain MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING dated as of the date stated therein (the "Mortgage"), from the Debtor to the Secured Party, including a security interest in all right, title and interest of the Debtor, without limitation, in the following:

All right, title, interest and estate of Mortgagor now owned, or hereafter acquired, in and to all the following (collectively, the "Property"):

- (a) <u>Land</u>. The real property described in <u>Exhibit A-1</u> attached hereto and made a part hereof (collectively, the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;
- (c) <u>Improvements</u>. The buildings, structures fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "*Improvements*")
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strip, and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, interties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by

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Mortgagor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all Gaming Equipment and all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases (defined below), in each case except to the extent that Mortgagor shall have any right or interest therein;

- All Equipment now owned, or the ownership of which is Fixtures. hereafter accuired, by Mortgagor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended in construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing appara uses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations fiel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds ther of (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include an property which Tenants are entitled to remove pursuant to the applicable Leases, except to the extent that Mortgagor shall have any right or interest therein;
- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses (including all Licenses), IT Systems, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage, and all proceeds and products of any of the above;
- (h) <u>Leases and Rents</u>. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is

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granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases"), and all right, title and interest of Mortgagor, its successors and assigns, therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of meir obligations thereunder and all rents, additional rents, revenues, issues and profits (including a'i oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief ander the Bankruptcy Code (collectively, the "Rents"), and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt;

- (i) <u>Condemiction Awards</u>. All awards or payments, including interest thereon, which may heretofore and nere after be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) <u>Insurance Proceeds</u>. All proceeds in respect of the Property under any insurance policies covering the Property, including v ithout limitation, the right to receive and apply the proceeds of any insurance, judgments or set lengths made in lieu thereof, for damage to the Property;
- (k) <u>Tax Certiorari</u>. All refunds, rebates or crudits in connection with any reduction in Taxes or Other Charges charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction;
- (I) Rights. The right, in the name and on behalf of Mo tgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee in the Property;
- (m) Agreements. All agreements, contracts, certificates, insurments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Mortgagor thereunder;
- (n) <u>Intellectual Property</u>. All trademarks, service marks, trade names, domain names, other-source indicators, copyrights, patents, patent rights, licenses, technology, software,

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trade secrets, know-how database rights, design rights, trade secrets, customer data, and other intellectual property rights that are necessary or advisable for the operation of the business of Mortgagor and the Property or otherwise maintained by Mortgagor, and all technology platforms which are integral to the management, operation and performance of each Property, including, without limitation, all IT systems, sales, catering and accounting systems; player tracking systems; slot and table games accounting systems; ticket-in/ticket-out systems and all other transaction-based systems; "Front of house ops systems" such as: casino accounting, cage and count; franchising and merchandising operation systems; performance management (live, syndicated, relevised, pay-per-view); safety, security, surveillance systems and GCTV infrastructure; point of sale, kitchen and restaurant management systems; payroll accounting systems; and all inventory tracking systems; together with all related proprietary hardware and software and any other items (collectively, as the same may be supplemented or upgraded from time to time;

- (o) Accounts. Any reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, and all proceeds, products, distributions, dividends and/or substitutions thereon end thereof;
- (p) <u>Uniform Courme reial Code Property</u>. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property,
- (q) <u>Minerals</u>. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above Land;
- (r) <u>Proceeds</u>. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise; and
- (s) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (r) above.

AND, without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Mortgagor expressly grants to Mortgagee, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use the end and, whether affixed or annexed to the Land or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

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EXHIBIT A-1

LEGAL DESCRIPTION AND PIN

K8.
HICAGO
ST OF THE

24-32-228-041-0000

2676 D Holster

Company

Company LOT 20 IN BLOCK 8 IN CUSHMAN'S SUBDIVISION OF BLOCK 4 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTIONS 29 THROUGH 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOK COUNTY, ILLINOIS.

PIN NUMBER: 14-32-228-041-0000