UNOFFICIAL COPY



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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)

111118203 - 379460
Corporation Service Company
801 Adlai Stevenson Jr. ve
Springfield, IL 62703
Filed In: Illinois
(Cook)

Doc#: 1602822067 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 01/28/2016 02:44 PM Pg: 1 of 5

| L 6+2+3+ | THE AE | BOVE SPACE IS FOR FILING OFFICE USE ONLY | |
|---|---|--|-----------|
| Ia. INITIAL FINANCING STATEMENT JIE JUMBER 1104518079 2/14/2011 | (or recorded) | NG STATEMENT AMENDMENT is to be filed [for record] in the REAL ESTATE RECORDS nendment Addendum (Form UCC3Ad) and provide Debtor's name in its | iem 13 |
| 2. TERMINATION: Effectiveness of the Fina icin J Statement iden Statement | ntified above is terminated with respect to the sec | curity interest(s) of Secured Party authorizing this Termination | n |
| 3. ASSIGNMENT (full or partial): Provide name of A sior ec., its For partial assignment, complete items 7 and 9 <u>and</u> also indicate | em 7a or 7b, <u>and</u> address of Assignee in item 7c affected collateral in item 8 | and name of Assignor in item 9 | |
| CONTINUATION: Effectiveness of the Financing Statemer to continued for the additional period provided by applicable law | dentified above with respect to the security intere | est(s) of Secured Party authorizing this Continuation Statemen | nt is |
| 5. PARTY INFORMATION CHANGE: Check one of these two boxes: This Change affects Debtor or Secured Party of record | Check one of these three boxes to: CHANG I name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c | ADD name. Complete item | |
| 6. CURRENT RECORD INFORMATION: Complete for Party Inform | nation Change - provide only one name (6a or 6b) | | |
| 6a. ORGANIZATION'S NAME 134 N. LaSaile LLC | 0, | | |
| OR 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(\$)/INITIAL(\$) SUFFIX | |
| 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or | Party Information Change - provide only one name (7a or 7 / 11 | use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's | name) |
| 7a ORGANIZATION'S NAME | | % | |
| 7b. INDIVIDUAL'S SURNAME | | 4 | |
| INDIVIDUAL'S FIRST PERSONAL NAME | | 70 | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | | SUFFIX | , |
| 7c. MAILING ADDRESS | CITY | STATE POSTAL COURT USA | |
| 8. COLLATERAL CHANGE: Also check one of these four boxes See Exhibits A and B attached hereto and markets. | _ | ral RESTATE covered collateral ASSIGN co | illateral |

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 ING USA Annuity and Life Insurance Company

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: 134 N. LaSalle LLC

111118203

1602822067 Page: 2 of 5

UNOFFICIAL COPY

Debtor: 134 N. Salle LLC

Secured Party: ING USA Annuity and Life Insurance Company

The Metropolitan Building (IL)

EXHIBIT A Legal Description

Debtor:

134 N. LASALLE LLC, an Illinois limited liability company

Secured Party:

ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa

17/3 OFFICE

corporation

PARCEL 1:

LOTS 1*, 1 AND 1A* IN PALACE BLOCK SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 40 IN O'LIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST O'L' THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JULY 16, 2002 AS DOCUMENT 0020776554 FOR STRUCTURAL SUPPORT, INGRESS AND EGRESS, MAINTENANCE, UTILITY SERVICES AND USE OF OTHER FACILITIES LOCATED IN THE PORTION OF THE BUILDING KNOWN AS "HOTEL PROPERTY".

P.I.N. 17-09-445-018-0000 17-09-445-019-0000

17-09-445-020-0000

Commonly known as: 134 N. LaSalle Street, Chicago, Illinois 6060

1602822067 Page: 3 of 5

UNOFFICIAL COPY

Debtor: 134 N. Salle LLC

Secured Party: ING USA Annuity and Life Insurance Company

The Metropolitan Building (IL)

EXHIBIT B Description of Collateral

Debtor:

134 N. LASALLE LLC, an Illinois limited liability company

Secured Party:

ING USA ANNUITY AND LIFE INSURANCE COMPANY, an lowe

corporation

Premises:

Described in Exhibit A to this Financing Statement

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the "Collateral"):

Persona, Property. All machinery, apparatus, equipment, goods, systems, building materials demening, furnishings, fixtures and property of every kind and nature whatsoever, wor or hereafter located in or upon or affixed to the Premises, or any part thereor, or used or usable in connection with any construction on or any present or fut re operation of the Premises, now owned or hereafter acquired by Debtor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, aircooling, fire extinguishing, plumbing, cleaning, relephone, communications and power equipment, systems and apparatus, and all + e ators, switchboards, morors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of some property stored on the Premises or in warehouses and intended to be used in Cornection with or incorporated into the Premises or for the pursuit of any other as wity in which Debtor may be engaged on the Premises, and including without limitation all tools, musical instruments and systems, audio or video equipment, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and l rackets, screens, carpeting and other window and floor coverings, decorative fixeries plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, and computer equipment, software, books, supplies, kitchen equipment, appliances, tractors, lawn mowers, ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the Premises and are declared to be a portion of the security for the Obligations (as defined in the Security Agreement executed by Debtor in favor of Secured Party) (whether in

1602822067 Page: 4 of 5

UNOFFICIAL COPY.

Debtor: 134 N. Salle LLC

Secured Party: ING USA Annuity and Life Insurance Company

single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Premises. All of such property is collectively referred to as the "Personal Property."

- (b) Accounts. All accounts receivable and any right of Debtor to payment for goods sold or leased or for services rendered, whether or not yet can ed by performance, and whether or not evidenced by an instrument or chattel parter, arising from the operation of the Premises together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether as or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any collection of the foregoing and proceeds therefrom (collectively, the "Accounts").
- (c) <u>Permits.</u> All authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the warship, use and operation of the Premises (collectively, the "Permits").
- estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard visu ance covering the Collateral or the Premises except as provided in the Mortgar e (as defined in the Security Agreement executed by Debtor in favor of Secured Premises except as provided in the Mortgage; all proceeds paid for damage done to the Collateral or the Premises except as provided in the Mortgage; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of minent domain or by condemnation; all rents, issues and leases of the Premises; and all tenants' or security deposits held by Debtor in respect of the Premises.
- (e) <u>Trade Names and Rights</u>. All names under or by which the Premises or any improvements thereon may at any time be operated or known and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises.
- (f) Memberships. All shares of stock or partnership interest or other evidence of ownership of any part of the Premises that is owned by Debtor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar

1602822067 Page: 5 of 5

UNOFFICIAL COPY

Debtor: 134 N. Salle LLC

Secured Party: ING USA Annuity and Life Insurance Company

group having responsibility for managing or operating any part of the Premises and any management agreements.

- (g) <u>Plans</u>. All plans and specifications (except those owned by third parties) prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises.
- (h) Reserve Accounts. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts made pursuant to any loan document made between Debtor and Secured Party with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom.
- (i) Other Collator. All goods, accounts, general intangibles, chattel paper, instruments, documents consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("UCC")) located on and used in the operation of the Premises.
- (j) <u>Substitutions</u>. All substitutions, additions and replacements to any of the foregoing.
- (k) Products and Proceeds. All product and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.