

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc#: 1625313038 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/09/2016 01:21 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
CT Lien Solutions
PO Box 29071
Glendale, CA 91209 9071
Order : 55508506
Citi # 23071 DAFI # 42AA3867

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1502919109 filed 01/29/2015
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. [] 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
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
Academy Square Preservation Limited Partnership
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. [X] COLLATERAL CHANGE: Also check one of these four boxes: [] ADD collateral [] DELETE collateral [X] RESTATE covered collateral [] ASSIGN collateral
Indicate collateral:

Exhibit A remains unchanged and in full force and effect.

Exhibit B - Description of Collateral is hereby deleted and replaced with Exhibit B - Description of Collateral attached hereto and made a part hereof.

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
CITIBANK, N.A.
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with Official Records of Cook County, Illinois - Academy Square (2nd Mortgage) 30267.0698

CCRD REVIEW [Signature]

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
1502919109

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

12a. ORGANIZATION'S NAME CITIBANK, N.A.	
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 filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

ACADEMY SQUARE APARTMENTS
318 SOUTH THROOP STREET
CHICAGO, ILLINOIS 60607

Parcel ID:

17-17-116-010-0000, 17-17-116-011-0000,
17-17-116-012-0000, 17-17-116-024-0000,
17-17-116-027-0000, 17-17-116-041-0000,
17-17-116-046-0000, 17-17-116-047-0000,
17-17-116-048-0000, 17-17-116-049-0000.

18. MISCELLANEOUS:

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EXHIBIT A

DESCRIPTION OF THE LAND

All that certain real property situated in the County of Cook, State of Illinois, described as follows:

LOTS 1 THRU 21, 25 THRU 29, AND 34 THRU 60, ALL IN THE SUBDIVISION OF BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1 THRU 6 IN THE SUBDIVISION OF LOTS 22, 23 AND 24 IN THE SUBDIVISION OF BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID.

ALSO

LOTS 1 THRU 6 OF THE SUBDIVISION OF LOTS 30 THRU 33 IN THE SUBDIVISION OF BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID.

ALSO

ALL OF THE 18 FOOT EAST-WEST VACATED ALLEY LYING NORTH OF AND ADJOINING LOTS 25, 58, 59 AND 60, EAST OF THE WEST LINE OF LOT 25 EXTENDED NORTH AND WEST OF THE EAST LINE OF LOT 58 EXTENDED NORTH, ALSO ALL OF THE 18 FOOT EAST-WEST VACATED ALLEY (KNOWN AS W. GLADYS AVENUE) LYING SOUTH OF AND ADJOINING LOTS 29, 54, 59 AND 60, EAST OF THE WEST LINE OF LOT 29 EXTENDED SOUTH AND WEST OF THE EAST LINE OF LOT 54 EXTENDED SOUTH, ALL IN THE SUBDIVISION OF BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID.

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EXHIBIT B

DESCRIPTION OF COLLATERAL

DEBTOR: ACADEMY SQUARE PRESERVATION LIMITED PARTNERSHIP, an Illinois limited partnership

SECURED PARTY: CITIBANK, N.A.

ASSIGNOR
SECURED PARTY: ILLINOIS HOUSING DEVELOPMENT AUTHORITY

In connection with the real property described in Exhibit A and/or the improvements on such real property (collectively, the "**Property**"), all of Debtor's present and future right, title and interest in and to all of the following:

(1) All of the following that are used now or in the future in connection with the ownership, management or operation of the Property: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "**Fixtures**");

(2) All (i) accounts (including deposit accounts and escrows (including, without limitation, (a) accounts established for the payment of (1) water and sewer charges, (2) premiums for fire and other hazard insurance, rent loss insurance and such other insurance required by Secured Party, (3) taxes, assessments, vault rentals, and (4) amounts for other charges and expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, items (1) through (4) are herein referred to as the "**Impositions**"); (b) the Replacement Reserve Fund created pursuant to that certain Replacement Reserve Agreement between Debtor and Secured Party; (c) any other reserve fund or account established for the payment of principal or interest on loans to Borrower, capital replacements, repairs or similar items, and (d) all proceeds of and all interest and dividends on such accounts)) of Debtor related to the Property; (ii) equipment, goods, supplies and inventory owned by Debtor that are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including furniture, furnishings, machinery, building materials, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (iii) other tangible personal property owned by Debtor which are used now or in the future in connection

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with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; (iv) any operating agreements relating to the Property; (v) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property; (vi) documents, instruments, chattel paper, claims, deposits, deposit accounts, payment intangibles, investment property, other intangible property, general intangibles (as such terms are defined in the Uniform Commercial Code) and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority; and (vii) any rights of Debtor in or under letters of credit (collectively, the "**Personalty**"); All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, water, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(3) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;

(4) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(5) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(6) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "**Leases**");

(7) All rents (whether from residential or non-residential space), revenues and other income of the Property, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract or similar agreements), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(8) All earnings, royalties, accounts receivable, issues and profits from the Property or any other item listed in this Exhibit B, whether the foregoing are now due, past due, or to become due, all undisbursed proceeds of the loan secured by the security interests to which this

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financing statement relates, deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(9) All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made);

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits;

(11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;

(12) Any and all payments which may hereafter become due to Debtor from the members or limited partners of Debtor from and after the initial installment, inclusive, of capital contributions pursuant to the Debtor's partnership agreement or operating agreement and other organizational documents ("**Organizational Documents**"), as the same may be adjusted in amount, deferred, combined with other capital contributions or payments, and/or received, due, owing or payable on other dates or from other person and/or entities pursuant to the Debtor's Organizational Documents and all investments, interest, income and other gain from the investment of such moneys, (ii) all of Debtor's rights, title and interests in, to and under the limited partnership or membership interests of the members or limited partners in Debtor and all other property or collateral pledged to Debtor under the Debtor's Organizational Documents and all other documents evidencing, governing, securing, or otherwise relating to any of the foregoing, and all amendments, modifications, extension and renewals of any of the foregoing, (iii) all of Debtor's rights to enforce the obligations of the limited partners or members to Debtor under any of the Debtor's Organizational Documents, (iv) all other payments due or to become due from the limited partners or members under the Debtor's Organizational Documents, and (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods;

(13) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and

(14) All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds, and all other cash and non-cash proceeds and products of any of the foregoing.