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Doc# 1710017063 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/10/2017 01:31 PM PG: 1 OF 5

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 20687 - ASSOCIATED

CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	58265612 ILIL FIXTURE
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File with: Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
1527322033 9/30/2015 CC IL Cook

1b.  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  
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:  
This Change affects  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  
BENACH CANTERA SM LLC

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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:

Handwritten notations and stamps, including a circular stamp with the number 10 and other illegible markings.

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  
ASSOCIATED BANK, NATIONAL ASSOCIATION

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: BENACH CANTERA SM LLC  
58265612 34011 30868911184

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 1527322033 9/30/2015 CC IL Cook	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME ASSOCIATED BANK, NATIONAL ASSOCIATION	
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 BENACH CANTERA SM LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

BENACH CANTERA SM LLC - 1731 NORTH MARCEY STREET STE. 520, CHICAGO, IL 60614  
MORETTI CANTERA SM LLC - 1731 NORTH MARCEY STREET STE. 510, CHICAGO, IL 60614

Secured Party Name and Address:

ASSOCIATED BANK, NATIONAL ASSOCIATION - 525 WEST MONROE STREET 21TH FL, CHICAGO, IL 60661

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:

SEE EXHIBITS "A" AND "B" ATTACHED  
HERE TO AND HERIN INCORPORATED.

Parcel ID:

14-28-309-001-0000, 14-28-309-002-0000,  
14-28-309-004-0000 and 14-28-309-005-0000

18. MISCELLANEOUS: 58265612-IL-31 20687 - ASSOCIATED BANK - CO ASSOCIATED BANK, NATIONAL File with: Cook, IL 34011 30868911184

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## EXHIBIT "A" TO UCC-1 FINANCING STATEMENT

Debtor: **BENACH CANTERA SM LLC**, a Delaware limited liability company  
and  
**MORETTI CANTERA SM LLC**, a Delaware limited liability company

Secured Party: **ASSOCIATED BANK, NATIONAL ASSOCIATION**

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The Debtor has granted to the Secured Party a security interest in the property owned by the Debtor and described as follows:

(a) All fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and on, or used in connection with the real estate legally described on Exhibit "B" hereto (the "**Real Estate**") or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "**Improvements**");

(b) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "**Code**") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Real Estate and/or the businesses and operations conducted by the Debtor thereon;

(c) All fixtures and articles of personal property now or hereafter owned by the Debtor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Real Estate, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

(d) All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Real Estate, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the

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Debtor is or may become a party and which relate to the Real Estate; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Real Estate; and (iv) all choses in action and causes of action relating to the Real Estate;

(e) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Real Estate and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Real Estate;

(f) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate or proceeds of any sale, option or contract to sell the Real Estate or any portion thereof;

(g) Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing; and

(h) All of the books and records pertaining to the foregoing.

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## EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

### LEGAL DESCRIPTION OF REAL ESTATE

**Parcel 1:**

Lots 6, 7 and 8 (except the East 15 feet thereof) in Lehman Diversey Boulevard Addition in the Southwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Parcel 2:**

Lots 12 and 13 in Lehman Diversey Boulevard Addition in the Southwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 521 West Diversey Parkway  
Chicago, Illinois 60614

2757 North Hampden Court  
Chicago, Illinois 60614

PINS: 14-28-309-001-0000  
14-28-309-002-0000  
  
14-28-309-004-0000  
14-28-309-005-0000