

1800036996 (4)

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



\*1905934035\*

|  |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br><b>Karen M. Kozlowski, (212) 908-3937</b>  |
| B. E-MAIL CONTACT AT FILER (optional)<br><b>Karen.Kozlowski@thompsonhine.com</b>   |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><br><b>Karen M. Kozlowski<br/>335 Madison Avenue<br/>12 Floor<br/>New York, New York 10017-4611</b> |

Doc# 1905934035 Fee \$48.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/28/2019 11:53 AM PG: 1 OF 6

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

|  |  |
|--|--|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER<br><b>1836219286</b> | 1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS<br>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:  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 |                          |                     |                               |        |
| 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.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:  
**ALL OF THE PROPERTIES, ASSETS AND RIGHTS OF THE DEBTOR, CONSISTING OF ALL CORPORATE AND BUSINESS ASSETS, PROPERTIES AND RIGHTS OF THE DEBTOR LOCATED AT THAT CERTAIN PIECE OR PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF CHICAGO, COOK COUNTY, AND STATE OF ILLINOIS, AS DESCRIBED IN EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF, OR ELSEWHERE, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR ARISING, AND ALL PROCEEDS, PRODUCTS, AND ACCESSIONS THEREOF AS DESCRIBED ON EXHIBIT A 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<br><b>KEYBANK NATIONAL ASSOCIATION</b> |                          |                     |                               |        |
| OR   | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

10. OPTIONAL FILER REFERENCE DATA:  
**Fixture Filing - Cook County, Illinois - 4837-2871-7704**

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**1836219286**

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

|    |   |        |  |
|----|---|--------|--|
|    | 12a. ORGANIZATION'S NAME<br><b>KEYBANK NATIONAL ASSOCIATION</b> |        |  |
| 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<br><b>MAYNARD-2545 W. FITCH LLC</b> |                     |                               |        |
| 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

17. Description of real estate:  
**See Exhibit B attached hereto**

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

18. MISCELLANEOUS:

# UNOFFICIAL COPY

UCC Financing Statement Continuation Sheet  
 Debtor: MAYNARD-2545 W. FITCH LLC  
 Secured Party: KEYBANK NATIONAL ASSOCIATION



## EXHIBIT A

### Description of Collateral

The financing statement to which this Exhibit A is attached and relates covers the following:

All estate, right, title and interest which Debtor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) The real property located in the County of Cook, State of Illinois, as described in Exhibit B attached hereto, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances that may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed; together with

(d) All existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, and any and all guaranties, extensions, renewal, replacements and modifications thereof, and all other agreements relating to or made in connection therewith (collectively, the "Leases"); together with

(e) All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, whether described in Schedule 1 or not that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated December 21, 2018 made by Debtor for the benefit of Secured Party; together with

(g) All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

# UNOFFICIAL COPY

UCC Financing Statement Continuation Sheet  
 Debtor: MAYNARD-2545 W. FITCH LLC  
 Secured Party: KEYBANK NATIONAL ASSOCIATION



(h) All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, and any other bank accounts of Debtor; together with

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; together with

(j) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(k) All of Debtor's right, title and interest in and to any and all units, common elements, declarant rights, and any other rights relating to the Premises or Improvements, whether now existing or subsequently arising, under any and all condominium declarations, covenants, conditions, or restrictions affecting the Premises or laws now existing or subsequently arising relating to condominiums and all rights of Debtor in connection with any owner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Project, including Debtor's rights and powers to elect appoint, and remove officers and directors of any such associations or committees; together with

(l) All of Debtor's right, title and interest in and to any swap transaction or interest rate agreement or interest rate hedging program through the purchase by Debtor from Secured Party of an interest rate swap, cap, or such other interest rate protection product (an agreement evidencing any such arrangement, an "Interest Rate Agreement"), all whether now or hereafter entered into by Debtor with respect to the Loan, including, without limitation, any and all amounts payable to Debtor, any deposit account or accounts with Secured Party in the name of Debtor for deposit of payments to Debtor in connection with any Interest Rate Agreement or swap transaction, and any and all funds now or hereafter on deposit therein; together with

(m) All of Debtor's rights in (i) all agreements, plans and specifications, Licenses (defined below), and drawings heretofore or hereafter entered into or prepared relating to the construction, ownership, maintenance, operation, management, leasing or use of the Premises or Improvements, including, without limitation, contracts, commitments, equipment leases, governmental permits, architectural and engineering plans, specifications and drawings, approvals and reports, (ii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clause (i), (iii) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses (i) through (ii) (collectively with the Licenses, the "Contracts"); together with

# UNOFFICIAL COPY

UCC Financing Statement Continuation Sheet  
Debtor: MAYNARD-2545 W. FITCH LLC  
Secured Party: KEYBANK NATIONAL ASSOCIATION



(n) All of Debtor's rights in (i) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements, and (ii) all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Debtor (the "Licenses"); together with

(o) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records");

(p) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Capitalized terms used above without definition have the meanings given them in the that certain Loan Agreement dated as of December 21, 2018, as amended by that certain First Amendment to Loan Documents dated as of February 20, 2019, between Debtor and Secured Party.

# UNOFFICIAL COPY

UCC Financing Statement Continuation Sheet  
 Debtor: MAYNARD-2545 W. FITCH LLC  
 Secured Party: KEYBANK NATIONAL ASSOCIATION



## EXHIBIT B

### Description of Real Property to Which Collateral Relates

UNITS 2545-101, 2545-102, 2545-103, 2545-104, 2545-105, 2545-106, 2545-201, 2545-202, 2545-203, 2545-204, 2545-205, 2545-206, 2545-301, 2545-302, 2545-303, 2545-304, 2545-305, 2545-306, 2545-401, 2545-402, 2545-403, 2545-404, 2545-405, 2545-406, 2545-501, 2545-502, 2545-503, 2545-504, 2545-505, 2545-506, 2555-107, 2555-108, 2555-109, 2555-110, 2555-111, 2555-112, 2555-207, 2555-208, 2555-209, 2555-210, 2555-211, 2555-212, 2555-307, 2555-308, 2555-309, 2555-310, 2555-311, 2555-312, 2555-407, 2555-408, 2555-409, 2555-410, 2555-411, 2555-412, 2555-507, 2555-508, 2555-509, 2555-510, 2555-511 AND 2555-512 IN THE 2545 FITCH CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 15, 16 AND 17 IN WITT BOLD TRUSTEES' SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 8, 1923 AS DOCUMENT 8135277, IN COOK COUNTY, ILLINOIS; ALSO

ALL OF LOT 6 AND THE WEST 11.00 FEET OF LOT 5 IN GUSTAF YOUNGBERT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE 6 ACRES WEST OF AND ADJOINING THE EAST 29 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 12, 2007 AS DOCUMENT NUMBER 0728503008, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PERMANENT INDEX NUMBERS:

|                     |                     |                     |                     |
|---------------------|---------------------|---------------------|---------------------|
| 10-36-206-042-1001, | 10-36-206-042-1002, | 10-36-206-042-1003, | 10-36-206-042-1004, |
| 10-36-206-042-1005, | 10-36-206-042-1006, | 10-36-206-042-1007, | 10-36-206-042-1008, |
| 10-36-206-042-1009, | 10-36-206-042-1010, | 10-36-206-042-1011, | 10-36-206-042-1012, |
| 10-36-206-042-1013, | 10-36-206-042-1014, | 10-36-206-042-1015, | 10-36-206-042-1016, |
| 10-36-206-042-1017, | 10-36-206-042-1018, | 10-36-206-042-1019, | 10-36-206-042-1020, |
| 10-36-206-042-1021, | 10-36-206-042-1022, | 10-36-206-042-1023, | 10-36-206-042-1024, |
| 10-36-206-042-1026, | 10-36-206-042-1027, | 10-36-206-042-1028, | 10-36-206-042-1029, |
| 10-36-206-042-1030, | 10-36-206-042-1031, | 10-36-206-042-1032, | 10-36-206-042-1033, |
| 10-36-206-042-1034, | 10-36-206-042-1035, | 10-36-206-042-1036, | 10-36-206-042-1037, |
| 10-36-206-042-1038, | 10-36-206-042-1039, | 10-36-206-042-1040, | 10-36-206-042-1041, |
| 10-36-206-042-1042, | 10-36-206-042-1043, | 10-36-206-042-1044, | 10-36-206-042-1045, |
| 10-36-206-042-1046, | 10-36-206-042-1047, | 10-36-206-042-1048, | 10-36-206-042-1049, |
| 10-36-206-042-1050, | 10-36-206-042-1051, | 10-36-206-042-1052, | 10-36-206-042-1053, |
| 10-36-206-042-1054, | 10-36-206-042-1055, | 10-36-206-042-1056, | 10-36-206-042-1057, |
| 10-26-206-042-1058, | 10-26-206-042-1059, | 10-26-206-042-1060, | 10-36-206-042-1025  |