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Doc# 2122817832 Fee \$93.00

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/16/2021 03:37 PM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2158 42120 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Illinois (Cook)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2019807107 07/16/2020	1b. <input checked="" type="checkbox"/> 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
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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: DL3 MARSHFIELD, LLC			
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

OR	7a. ORGANIZATION'S NAME		
	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
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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:  
All of Debtor's right, title and interest in and to the fixtures located on or in and the personal property relating to the improved real property in Chicago, Cook County, Illinois, and more particularly described in Exhibit A, as such collateral is more particularly described in Exhibit B, and all proceeds thereof.

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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: TIAA, FSB			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:** Debtor: DL3 MARSHFIELD, LLC - 6327667-001 2158 42120

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
 2019807107 07/16/2020

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

	12a. ORGANIZATION'S NAME		
	TIAA, FSB		
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 DL3 MARSHFIELD, LLC.			
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:  
**SEE EXHIBIT A ATTACHED**

18. MISCELLANEOUS:

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## EXHIBIT A

### Legal Description:

**PARCEL 1:** THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY) ACCORDING TO THE PLAT THEREOF RECORDED MARCH 27, 1914, AS DOCUMENT NUMBER 5384305, DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTHWESTERLY CORNER OF ILLINOIS DEPARTMENT OF TRANSPORTATION PARCEL ODY0001, IDOT JOB NO. R-90-060-00, PER ORDER OF JUDGE ALEXANDER P. WHITE, DECEMBER 22, 2003, CIRCUIT COURT -0241; THENCE NORTH 42 DEGREES 15 MINUTES 46 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHWESTERLY LINE OF SAID PARCEL ODY0001, A DISTANCE OF 44.78 FEET (MEASURED) TO THE NORTHERLY MOST CORNER OF SAID PARCEL ODY0001, SAID POINT ON A LINE LYING 332.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER (AS MEASURED AT RIGHT ANGLES); THENCE NORTH 01 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 1.86 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 50 SECONDS WEST 41.06 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY 6.52 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 41.50 FEET AND WHOSE CHORD BEARS SOUTH 84 DEGREES 49 MINUTES 43 SECONDS WEST 6.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 7.16 FEET; THENCE NORTH 85 DEGREES 00 MINUTES 27 SECONDS WEST 121.59 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 43 SECONDS WEST 46.33 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 1.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 25 MINUTES 22 SECONDS WEST 143.22 FEET; THENCE NORTH 20 DEGREES 51 MINUTES 20 SECONDS EAST 13.61 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS WEST 58.07 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 56.27 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 225.50 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 7.73 FEET; THENCE SOUTH 37 DEGREES 32 MINUTES 29 SECONDS WEST 110.80 FEET; THENCE SOUTH 18 DEGREES 19 MINUTES 17 SECONDS WEST 29.26 FEET; THENCE SOUTH 06 DEGREES 03 MINUTES 40 SECONDS EAST 71.42 FEET; THENCE SOUTH 71 DEGREES 01 MINUTES 02 SECONDS WEST 40.81 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 02 SECONDS WEST 53.84 FEET; THENCE NORTH 30 DEGREES 52 MINUTES 35 SECONDS EAST 20.69 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 17 SECONDS EAST 83.14 FEET; THENCE NORTH 18 DEGREES 57 MINUTES 11 SECONDS EAST 53.94 FEET; THENCE NORTH 59 DEGREES 09 MINUTES 25 SECONDS EAST 34.97 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 58 SECONDS EAST 25.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 84.02 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET AND WHOSE CHORD BEARS NORTH 30 DEGREES 33 MINUTES 08 SECONDS EAST 83.92 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 20 SECONDS WEST NON-TANGENT TO THE LAST COURSE 302.72 FEET; THENCE SOUTH 15 DEGREES 01 MINUTES 18 SECONDS WEST 288.38 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 53.24 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 126.17 FEET AND WHOSE CHORD BEARS SOUTH 16 DEGREES 25 MINUTES 02 SECONDS EAST 52.85 FEET THENCE SOUTH 45 DEGREES 25 MINUTES 14 SECONDS EAST NON-TANGENT TO THE LAST COURSE 24.21 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 22 SECONDS WEST 78.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, SAID POINT BEING 5.08 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 6 AS MEASURED ALONG SAID WEST LINE; THENCE NORTH 01 DEGREES 43 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE 79.08 FEET TO A BEND POINT IN SAID WEST LINE; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE 786.22 FEET; THENCE SOUTH 74 DEGREES 56 MINUTES 27 SECONDS EAST 161.04 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 2.64 FEET; THENCE SOUTH 74 DEGREES 53 MINUTES 17 SECONDS EAST 179.12 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 6.13 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 26 SECONDS EAST 187.40 FEET; THENCE NORTH 15 DEGREES 03 MINUTES 20 SECONDS EAST 35.30 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 11 SECONDS EAST 141.68 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20

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SECONDS WEST 68.41 FEET; THENCE SOUTH 75 DEGREES 05 MINUTES 54 SECONDS EAST 99.74 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 13 SECONDS EAST 52.24 FEET TO A POINT ON SAID WEST LINE OF SAID SOUTH MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 15 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE 79.05 FEET; THENCE NORTH 74 DEGREES 55 MINUTES 06 SECONDS WEST 169.20 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 126.51 FEET; THENCE SOUTH 75 DEGREES 02 MINUTES 36 SECONDS EAST 147.71 FEET; THENCE SOUTH 43 DEGREES 06 MINUTES 22 SECONDS EAST 36.49 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 56 SECONDS EAST 30.56 FEET TO A POINT ON SAID WEST LINE OF SAID SOUTH MARSHFIELD AVENUE; THENCE SOUTH 01 DEGREES 42 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE 164.53 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS WEST 46.98 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 109.61 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 20 SECONDS WEST 18.50 FEET; THENCE NORTH 74 DEGREES 56 MINUTES 40 SECONDS WEST 39.06 FEET; THENCE SOUTH 15 DEGREES 03 MINUTES 48 SECONDS WEST 67.28 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 25 SECONDS EAST 123.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PURPOSES OF INGRESS, EGRESS, AND PARKING; UTILITIES; CONSTRUCTION, MAINTENANCE AND RECONSTRUCTION; AND SIGN EASEMENT, AS CONTAINED IN THE AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT BETWEEN TARGET CORPORATION, PRIMESTOR 119, LLC, AND JEWEL FOOD STORES, INC. FOR THE MARSHFIELD PLAZA SHOPPING CENTER, CHICAGO, ILLINOIS, DATED MARCH 14, 2008, AND RECORDED MARCH 21, 2008, AS DOCUMENT NO. 0808131064, OVER THE PROPERTY DESCRIBED THEREIN.

**PARCEL 3:** A NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR PURPOSES OF THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AS CREATED BY THE THIRTY FOOT YARD AGREEMENT DATED MARCH 14, 2008, AND RECORDED MARCH 21, 2008, AS DOCUMENT NO. 0808131061, EXECUTED BY AND BETWEEN PRIMESTOR 119, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND TARGET CORPORATION, A MINNESOTA CORPORATION, OVER AND ACROSS THE PEDESTRIAN ACCESS AREA DESIGNATED IN THE EASEMENT PLAN ATTACHED AS EXHIBIT X TO SAID AGREEMENT.

PERMANENT INDEX NUMBER: 25-19-417-024-0000

COMMON ADDRESS: 11840 SOUTH MARSHFIELD AVENUE, CHICAGO, IL 60643

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## EXHIBIT B

Secured Party: TIAA, FSB,  
its successors and assigns

Debtor: DL3 MARSHFIELD, LLC,  
an Illinois limited liability company

Loan No.: 6327667-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All buildings, structures, improvements, parking areas, landscaping, equipment, fixtures, and articles of property now or hereafter attached to, or used or adapted for use in the operation of the real estate (herein the "Premises") described in Exhibit A, including but without being limited to, all heating and air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, walk-in refrigerators and freezers, cooling, ventilating, sprinkling and central vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, affixed carpeting, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.

2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to (a) a taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.

3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.

4. All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements, all lease termination proceeds, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.

5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements to the extent owned by or in the possession of Debtor; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements if such construction is performed by or on behalf of Debtor, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements to the full extent of Debtor's right or interest therein.

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Secured Party: TIAA, FSB,  
its successors and assigns

Debtor: DL3 MARSHFIELD, LLC,  
an Illinois limited liability company

Loan No.: 6327667-001

6. All of Debtor's right and interest in contracts, deposits, deposit accounts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All of Debtor's right and interest in books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

8. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible described herein and belonging to Debtor, including but not limited to lease and real-estate proceeds and other amounts relating to the use, disposition, or sale of the collateral described herein which proceeds or other amounts are characterized as general intangibles.

9. Notwithstanding the foregoing this lien does not take an interest in the following personal property located within the real property improvements built on the real property described above: all portable furniture; portable fixtures; portable machinery; portable equipment; portable personal property owned by the Debtor and used in its business but not the business of its tenants; all portable and window air conditioners; all portable appliances; carpets and rugs excluded from flood building coverage; clothes washers and dryers; food freezers (excluding walk-ins) and food; art and furs; and non-licensed self-propelled vehicles. For the avoidance of doubt, Secured Party is receiving from Debtor an interest in FEMA Flood Policy Coverage A-Building Property but is not receiving an interest in FEMA Flood Policy Coverage B-Personal Property located on the real property described above or in the improvements built on the real property. Nothing contained in this paragraph is intended to address whether the Property is located in a flood zone or whether FEMA Flood Policy Coverage is required.

All of the foregoing described collateral is exclusive of any goods, inventory, equipment, furniture, furnishings, trade fixtures, and other personal property owned or supplied by tenants of the Premises.

**FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.**