UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-3	31-3282 Fax: 818-662-414
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	24970 - Strategy Active
Lien Solutions P.O. Box 29071	86237475
Glendale, CA 91209-9071	ILIL .
	FIXTURE
File with: Cook, IL	



Doc# 2212313018 Fee \$93.00

	•			
MAIL CONTACT AT FILER (optional)		RHSP FEE:\$9.00 RPRF FEE: \$1.00 Karen a. Yarbrough		
uccfilingreturn@wolterskluwer.com				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	24970 - Strategy Active		COUNTY CLERK	
Lien Solutions	86237475		E: 05/03/2022 01:21 PM P	G: 1 OF 7
P.O. Box 29071		DAT	E: 05/03/2022 01:21 PH	
Glendale, CA 91209-9071	ILIL .			
	FIXTURE 1			
File with: Cook, IL		THE AROVE SP	ACE IS FOR FILING OFFICE U	SE ONLY
a. INITIAL FINANCING STATEMENT - ILL: NUMBER	1		EMENT AMENDMENT is to be filed [f	
627044045 9/26/2016 CC iL Cook	:	(or recorded) in the RE	AL ESTATE RECORDS addendum (Form UCC3Ad) <u>and</u> provide Deb	
TERMINATION: Effectiveness of the Fin ancions Statement in	lentified above is terminated with			
ASSIGNMENT (<u>full</u> or partial): Provide name of A rignee in For partial assignment, complete items 7 and 9 and also in.			f Assignor in item 9	
CONTINUATION: Effectiveness of the Financing Statement continued for the additional period provided by applicable la		he security interest(s) of Secure	ed Party authorizing this Continuation	Statement is
. PARTY INFORMATION CHANGE:				
Check one of these two boxes:	AND Checking of these three box		ame: Complete item DELETE name	e: Give record name
This Change affects Debtor or Secured Party of record	item 6a / io, and item 7		b, and item 7c DELETE name to be deleted in	n item 6a or 6b
CURRENT RECORD INFORMATION: Complete for Party Inform	nation Change - provide <u>only ove</u>	name (6a or 6b)		
6a. ORGANIZATION'S NAME) .		
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONA	N/ AF	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
GO. INDIVIDUAL S SURVAMIE	FIRST PERSUNA	N X	ADDITIONAL NAME(S)MITTAL(S)	JUFFIA
CHANGED OR ADDED INFORMATION: Complete for Assignment or	Party Information Change - provide each o	ne name (7a (- n) luce event full nam	per do not omit modify by abbreviate any part of t	the Debtor's name)
7a. ORGANIZATION'S NAME	say memoration change • provide only o	TO THE TEST OF USE EXACT, INITIANI	to, as the strik, insulty, or abbreviate any part of t	and Desires 3 Harries
First-Citizens Bank & Trust Company		C/		
7b. INDIVIDUAL'S SURNAME				
			£/	
INDIVIDUAL'S FIRST PERSONAL NAME			'0	
			<u> </u>	Lourne
INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S)			U/S	SUFFIX
7c. MAILING ADDRESS	CITY		STATE POSTANCOUT	COUNTRY
	Pasadena		CA 91103	USA
75 N Fair Oaks Ave		DELETE collateral		ASSIGN collateral
COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four indicate collateral:	boxes; ADD collateral (] DELETE collateral	KESTATE covered collateral	ASSIGN collateral
moreate consterui.				927
				p '
				S
				W
NAME OF SECURED PARTY OF RECORD AUTHORIZ	ING THIS AMENDMENT: Pro	ovide only one name (9a or 9b)	(name of Assignor, if this is an Assignm	nent)
If this is an Amendment authorized by a DEBTOR, check here	and provide name of authorizin			<u> </u>
9a, ORGANIZATION'S NAME				300 16
CIT Bank, N.A.	,			
96. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADDITIONAL NAME(SYINITIAL(S)	SUFFIX
				118
D. OPTIONAL FILER REFERÊNCE DATA: Debtor Name: SO	CGIF II - FRANKLIN, LLC			
36237475 CRE			774017200	

2212313018 Page: 2 of 7

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UCC FINANCING STATEMENT AMENDMENT A	ADDENDUM		
11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on America 1627044045 9/26/2016 CC IL Cook	dment form		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on An	nendment form		
12a. ORGANIZATION'S NAME CIT Bank, N.A.			
OR 12b. INDIVIDUAL'S SURNAME			
FIRST DEDCOMM. MAKE			
FIRST PERSONAL NAME			
ADDITIONAL NAME(SYINITIAL(S'	SUFFIX	HE ABOVE SPACE IS FOR FILING OFFICE US	SE ONLY
13. Name of DEBTOR on related financing states out (Name of a current Debtor of one Debtor name (13a or 13b) (use exact, this name: Jo not omit, modify, or ab	f record required for indexing purpos	es only in some filing offices - see Instruction iten	
13a. ORGANIZATION'S NAME SCGIF II - FRANKLIN, LLC	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
OR 13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(SYINITIAL(S)	SUFFIX
SCGIF II - FRANKLIN, LLC - 2 PARK PLAZA, SUITE 700, IRVINE Secured Party Name and Address: CIT Bank, N.A 888 E. Walnut Street, Pasadena, CA 91101 First-Citizens Bank & Trust Company - 75 N Fair Oaks Ave, Pasade 15. This FINANCING STATEMENT AMENDMENT:	TC	eal estate:	
covers timber to be cut covers as-extracted collateral is filed a 16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest): First-Citizens Bank & Trust Company	22 IN JOH ADDITION OF THE S TOWNSH	D 11, BOTH JNCLUSIVE, INSTON, ROBERTS AND I TO CHICAGO, IN THE W OUTHEAST 1/4 OF SECT IP 39 NORTH, RANGE 14 RD PRINCIPAL MERIDIAN	STORRS /EST 1/2 TON 4, , EAST OF
•	[See Exhibit f	or Real Estate]	
18. MISCELLANEOUS: 86237475-IL-31 24970 - Strategy Active (REF CIT Bar	nk, N.A. File with	: Cook, IL CRE 774017200	

Debtor: SCGIF II - FRANKLIN, LLC

Exhibit for Real Estate

17. Description of real estate:

Continued

PARCEL 2:

PERPETUAL EASEMENTS FOR THE BENEFIT OF TARCEL 1 AS CREA TED BY THE DECLARATION OF PARTY WALL RIGHTS, RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS. RECORDED MARCH 20, 2014 AS DOCUMENT NUMBER 1407935020, FOR CONTINUED MAINTENANCE AND EXISTENCE OF PARTY WALLS: ENCROACHMENTS: INGRESS AND EGRESS AND MAINTENANCE OF 300-LOCATED AND CONNECTED FACILITIES DESCRIBED THEREIN, LOCATED ON LOTS 1-4 IN AFORESAID SUBDIVISION.

Parcel ID: 17-04-429-011-0000; 17-04-429-012-0000; 17-04-429-014-0000.

DEBTOR: SCGIF II - FRANKLIN, LLC, a Delaware limited liability company

SCHEDULE 1

I. Item No. 4 (continued):

This financing statement covers all present and future personal property of Debtor including without limitation the following types (or items) of property:

- (a) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not finited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furtione, software used in or to operate any of the foregoing and other property of every kind and fiature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or heave fiter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all publishing equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, are and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), and all proceeds and products of the above;
- Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, (b) concessions or other agreements (whether written or organ) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in cornection with such leases, subleases, subsubleases, or other agreements and every guarantee of in performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any

DEBTOR: SCGIF II – FRANKLIN, LLC, a Delaware limited liability company

petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

- (c) <u>Insurance Proceeds</u>. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");
- (d) <u>Condemnation Awards</u>. All condemnation awards, including interest thereon, which may nectofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "Awards");
- (e) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (f) Rights. The right, in the narm and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;
- Agreements. All agreements, contracts, conficates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and at V Improvements or any business or activity conducted on the Land and any part thereof and at right, title and interest of Debtor therein and thereunder, including, without limitation, the right to receive and collect any sums payable to Debtor;
- (h) <u>Intangibles</u>. All tradenames, trademarks, servicemarks, logos, cop /rigi ts, goodwill, books and records and all other general intangibles relating to or used in cornection with the operation of the Property;
- (i) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (j) Interest Rate Protection Agreement. All interest rate cap agreements, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in

DEBTOR: SCGIF II – FRANKLIN, LLC, a Delaware limited liability company

effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

- (k) <u>Proceeds</u>. All proceeds of any of the foregoing items set forth in subsections (a) through (j) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and
- (l) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsection. (a) through (k) above.

All defined terms used but not defined herein shall have the meaning ascribed to such term in the Uniform Commercial Code. As used above, the following terms shall have the following meanings:

"Creditor's Rights Laws" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankrup y, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, cissolution, composition or other relief with respect to its debts or debtors.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Improvements" means the buildings, structures, actures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land.

"Property" means all or, where the context permits or requires, any portion of the Land, the Improvements, the Personal Property or any interest therein.

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DEBTOR: SCGIF II - FRANKLIN, LLC, a Delaware limited liability company

Exhibit A

Description of Land

PARCEL 1:

LOTS 5 TO 11, BOTH INCLUSIVE, IN BLOCK 22 IN JOHNSTON, ROBERTS AND STORRS ADDITION TO CHICAGO, IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF VARTY WALL RIGHTS, RECIPROCAL EASEMENTS, COVENANTS. CONDITIONS, AND RESTRICTIONS, RECORDED MARCH 20, 2014 AS DOCUMENT NUMBER 1407935020, FOR CONTINUED MAINTENANCE AND EXISTENCE OF PARTY WALLS; ENCROACHMENTS; INCRESS AND EGRESS AND MAINTENANCE OF 900-LOCATED AND CONNECTED FACTLITIES DESCRIBED THEREIN, LOCATED ON LOTS County Clark's Office 1-4 IN AFORESAID SUBDIVISION.

PIN: 17-04-429-011-0000;

17-04-429-012-0000: 17-04-429-014-0000.

Address: 900 North Franklin Street, Chicago, Illinois