

## UCC FINANCING STATEMENT AMENDMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	435646 001
C. SEND ACKNOWLEDGMENT TO: (Name and Address) S2H F-3063107 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: IL Cook County	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1601549264 01/15/2016

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 Statement3. ☐ 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 84. ☐ 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 law5. ☐ 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 1246 Pratt 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

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
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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:

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 State Farm Life Insurance Company				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

435646-1

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

### FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
1601549264 01/15/2016

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

12a. ORGANIZATION'S NAME

State Farm Life Insurance Company

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

1246 PRATT 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:

Legal Description

18. MISCELLANEOUS:

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## EXHIBIT A

to Financing Statement

by, 1246 PRATT LLC, a Delaware limited liability company, as Debtor  
and STATE FARM LIFE INSURANCE COMPANY, as Secured  
Party.

1. **Improvements.** All of Debtor's right, title and interest in and to all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon that piece, parcel and tract (or those pieces, parcels or tracts) of land (the "Real Estate") located in Cook County, Illinois legally more particularly described on Exhibit B attached hereto and by this reference thereto made a part hereof (collectively, the "Improvements");
2. **Appurtenances.** All of Debtor's estate, claim, demand, right, title and interest, now owned or hereafter acquired, including, without limitation, any after acquired title, franchise, license, remainder, or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining properties; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning and development rights and approvals, all air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, or other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "Appurtenances");
3. **Leases.** All leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof now or hereafter existing or entered into (collectively, the "Leases");
4. **Rents.** All rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents");
5. **Contract Rights.** All right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Collateral (defined below), including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Collateral (defined below) (as hereinafter defined and described), whether now owned or hereafter acquired by Debtor (collectively, the "Contract Rights");
6. **Intangible Personal Property.** All general intangibles of Debtor, including without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and the proceeds therefrom, rights of action and books and records relating to the Real Estate and Improvements (collectively, the "Intangible Personal Property");

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7. Tangible Personal Property. All right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate and Improvements (collectively, the "Tangible Personal Property");

8. Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the Collateral (defined below) into cash or other liquidated claims, or that are otherwise payable for injury to, or the taking or requisitioning of the Collateral (defined below), including all insurance and condemnation proceeds paid or payable with respect to the Collateral (collectively, the "Proceeds");

9. Tax and Insurance Deposits. All sums deposited by Debtor to Secured Party, in escrow, for the payment of real estate and other taxes and insurance premiums payable on and with respect to the Real Estate and Improvements (collectively, the "Tax and Insurance Deposits");

10. Right to Encumber. All of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests comprising the Collateral described herein as security for any debt or obligation; it being intended by this provision that Debtor be divested of the right, power and privilege to further hypothecate or encumber, or to grant a mortgage upon or a security interest in any of the Collateral (defined below) as security for the payment of any debt or the performance of any obligation without Secured Party's prior written consent (the "Right to Encumber"); and

11. Other Rights and Interests. All other property, rights, interest, estates or claims of every name, kind, character or nature, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interest, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the Collateral (defined below) (collectively, "Other Rights and Interest");

All of the foregoing-described property, rights and interest, including the Improvements, Appurtenances, Leases, Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Tax and Insurance Deposits, Right to Encumber and Other Rights and Interests, together with all renewals, replacements, substitutions, accessions, products or additions to and proceeds thereof, being collectively referred to herein as the "Collateral".

IT IS EXPRESSLY PROVIDED, HOWEVER, that the property, rights and interest included within the foregoing definition of "Collateral" shall not include any fixtures, equipment or tangible personal property which is (i) owned by tenants or lessees of Debtor and of the Real Estate and Improvements or any part or parts thereof, or (ii) owned by any lessors of fixtures, equipment or personal property leased to any such tenants.

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## EXHIBIT B

to Financing Statement

by, 1246 PRATT LLC, a Delaware limited liability company, as Debtor  
and STATE FARM LIFE INSURANCE COMPANY, as Secured  
Party

LOT 13 IN BLOCK 6 IN L. E. INGALL'S SUBDIVISION OF BLOCKS 5 AND 6 OF THE  
CIRCUIT COURT PARTITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE  
NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 32,  
TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

PIN: 11-32-124-014

STREET ADDRESS: 1246 West Pratt, Chicago, IL 60626

Property of Cook County Clerk's Office