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35425300J7Amv.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robert Porcelli, Paralegal
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

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9613/0053 50 001 Page 1 of 5
2001-12-14 12:19:03
Cook County Recorder 29.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0010932030 filed on October 5, 2001 with Cook County, Illinois

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
LEE STREET ASSOCIATES, L.P.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

The collateral for the above-referenced UCC-1 Financing Statement is amended and restated to read as set forth in Exhibit A attached hereto.

PIN = 08274020290000

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
WELLS FARGO BANK NORTHWEST, N.A., AS INDENTURE TRUSTEE AND MORTGAGEE

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed with Cook County, Illinois

BOX 314

EXHIBIT A TO UCC AMENDMENT

Debtor:
LEE STREET ASSOCIATES, L.P.

Secured Party:
WELLS FARGO BANK
NORTHWEST, N.A., AS
INDENTURE TRUSTEE AND
MORTGAGEE

1. All estate, right, title and interest of LEE STREET ASSOCIATES, L.P. (the "Debtor"), in, to and under any and all of the following described property whether now owned or held or hereafter acquired (including, without limitation, all extensions and modifications thereof, all rights to make claim for, collect and receive all income, revenues, issues, profits, security and other moneys payable or receivable thereunder or with respect thereto, to bring proceedings thereunder for enforcement thereof, in the name of the Debtor or otherwise, and the right to make all waivers and agreements, to grant or refuse requests, to give or withhold notices, and to execute and deliver, in the name and on behalf of the Debtor, as agent and attorney-in-fact, any and all instruments in connection therewith, including deeds or other appropriate instruments of conveyance, and to do any and all things which the Debtor is or may be entitled to do thereunder, provided that no obligation of the Debtor under the provisions thereof shall be impaired or diminished by virtue of the Indenture of Mortgage, Assignment of Leases and Security Agreement (the "Mortgage") dated as of December 1, 1995 from LaSalle Bank, N.A., as successor to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 56366 to Wells Fargo Bank Northwest, N.A., as successor to First Security Bank of Utah, National Association, as Indenture Trustee and Mortgagee (the "Mortgagee"), nor any such obligation be imposed upon the Mortgagee):

(i) The premises described in Exhibit B of this Financing Statement including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Debtor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired;

(ii) The Improvements;

(iii) The Chattels;

(iv) The Leasehold;

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(v) The Lease and the Sublease, as evidenced by the applicable Assignment of Lease;

(vi) Any and all moneys and other property which may from time to time become subject to the lien of the Mortgage or which may be subject to the control or possession of the Mortgagee pursuant to the Mortgage or any instrument included in the Mortgaged Property, it being hereby agreed that all property hereafter acquired by the Debtor and required to be subjected to the lien of the Mortgage shall upon the acquisition thereof by the Debtor be subject to the lien of the Mortgage as if such property were now owned by the Debtor and were specifically described in the Mortgage and granted thereby, and the Mortgagee is hereby authorized to receive any and all such property as additional security for the payment of the Notes, and all other sums secured or intended to be secured by the Mortgage;

(vii) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(viii) All leases of the Premises now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, to receive and collect the rents thereunder.

Capitalized terms used herein in this Section 1 without definition shall have the meanings specified in the Mortgage.

2. All of the right, title and interest of the above-named Debtor in, to or under the Trust Agreement, including, without limitation, the beneficial interest thereunder, the power of direction and all other rights, powers and privileges thereunder, and all proceeds and avails of the foregoing (collectively the "Collateral") including, without limitation, the right to manage the property at any time held by the Trustee under the Trust Agreement and to receive and retain any current rents payable thereon as security for the payment in full of any and all indebtedness, obligations and liabilities of the Debtor to the Bank and the Note Purchasers, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, joint or several, and created or arising under or in connection with the indebtedness evidenced by the First Mortgage Notes of the Debtor dated the date of issue to the Note Purchasers, in the aggregate principal

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amount of \$50,000,000 (the "Notes") and secured by the Indenture of Mortgage, Assignment of Leases and Security Agreement dated as of December 1, 1995 by the Trustee to the Bank with respect to the premises described in Exhibit A to the Collateral Assignment under Land Trust (the "Collateral Assignment") dated as of December 1, 1995 from the Debtor to Wells Fargo Bank Northwest, N.A., as successor to First Security Bank of Utah, National Association, as Indenture Trustee and Mortgagee, and of all expenses and charges, legal or otherwise, including attorneys' fees, paid or incurred by the Bank in realizing upon or protecting the Collateral, or collecting or enforcing the payment of any or all such indebtedness, obligations, liabilities, expenses and charges including, without limitation, the Notes.

Capitalized terms used herein in this Section 2 without definition shall have the meanings specified in the Collateral Assignment.

EXHIBIT B TO UCC AMENDMENT

Debtor:

LEE STREET ASSOCIATES, L.P.

Secured Party:

WELLS FARGO BANK
NORTHWEST, N.A., AS
INDENTURE TRUSTEE AND
MORTGAGEE

LOT 1 IN METPATH SUBDIVISION, BEING A SUBDIVISION OF LOT 9
IN THE ACADEMY OF ST. PATRICK, BEING A SUBDIVISION IN THE
SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS. ACCORDING TO THE PLAT OF SUBDIVISION
RECORDED ON JULY 18, 1979, AS DOCUMENT NO. 25056304

NAME OF RECORD OWNER: LASALLE BANK, N.A., AS SUCCESSOR
TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO U/T/A DATED 11/22/32 KNOWN AS TRUST NO. 56366

PIN: 0827402029000