



0021114086

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)

CT CORPORATION SYSTEM  
 attn: Natalie Dameshek  
 208 S. LaSalle Street, Suite 814  
 Chicago, IL 60604  
 888-829-5817

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0020760209 FILED ON 7/11/02

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

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

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

SEE EXHIBIT A AND SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF FOR A RESTATED COLLATERAL DESCRIPTION.

DEBTOR: ASTOR PLACE LIMITED PARTNERSHIP

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

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

#1556836 FILE IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS <sup>5633137-01</sup> ADDT'L PGS: 4

# UNOFFICIAL COPY

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## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0020760209 FILED ON 7/11/02

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTOR:

ASTOR PLACE LIMITED PARTNERSHIP  
C/O KIMBALL HILL, INC.  
5999 NEW WILKE ROAD, SUITE 504  
ROLLING MEADOWS, IL 60008

SEE SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF.

**EXHIBIT A**

**To Financing Statement**

Debtor: Astor Place Limited Partnership  
Secured Party: Harris Trust and Savings Bank

This financing statement covers any and all right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

(a) All materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected on the premises described on *Schedule I* attached hereto and made a part hereof (the "Real Estate"), all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof including, but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said Real Estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner;

(b) All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to said Real Estate or any part thereof or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets; and

(c) All proceeds of the foregoing.

SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2, AND OUTLOTS A AND B IN THE ASTOR PLACE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (INTENTIONALLY OMITTED)

PARCEL 3:

THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NUMBER 172867, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1, 55.42 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, 819.25 FEET, THENCE SOUTH 09 DEGREES 49 MINUTES 16 SECONDS EAST, 71.04 FEET TO A POINT 70.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 850.60 FEET TO A POINT 70.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 AND 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 77.59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

20 FOOT EASEMENT FOR SANITARY SEWER, CREATED BY EASEMENT AGREEMENT MADE BY SEVEN HUNDRED ELM ASSOCIATES, INC., AN ILLINOIS CORPORATION AND KIMBALL HILL, INC., AN ILLINOIS CORPORATION DATED APRIL 18, 2002 AND RECORDED APRIL 25, 2002 AS DOCUMENT 0020473730 OVER THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT 7790590, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 89 DEGREES 17 MINUTES 38 SECONDS WEST, ALONG SAID NORTH LINE, 397.77 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, 70.01 FEET TO A LINE DRAWN 70.0 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 17 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 11.30 FEET TO A LINE 400.00 FEET, MEASURED AT RIGHT ANGLES; WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF LOT 1; THENCE SOUTH 24 DEGREES 50 MINUTES 56 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 21.07 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 24 SECONDS WEST, 69.02 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

50 FOOT TEMPORARY CONSTRUCTION EASEMENT AS CREATED BY AGREEMENT MADE BY SEVEN HUNDRED ELM ASSOCIATES, INC., AN ILLINOIS CORPORATION AND KIMBALL HILL, INC., AN ILLINOIS CORPORATION DATED APRIL 18, 2002, AND RECORDED APRIL 25, 2002 AS DOCUMENT 0020473730 OVER THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS

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SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT 7790590, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTH 89 DEGREES 17 MINUTES 38 SECONDS WEST, ALONG SAID NORTH LINE 379.77 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, 70.01 FEET TO A LINE DRAWN 70.0 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 17 MINUTES 38 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 20.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 17 MINUTES 38 SECONDS WEST, ALONG SAID LAST DESCRIBED PARALLEL LINE, 50.01 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, 50.01 FEET TO A LINE DRAWN 120.0 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 1; THENCE SOUTH 89 DEGREES 17 MINUTES 38 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE 50.01 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 24 SECONDS WEST, 50.01' TO THE POINT OF BEGINNING.

PIN #'s 03-12-300-050  
03-12-300-109