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2003-01-03 14:50:04
Cook County Recorder 38.00



0030010295

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)

Sven Soderberg
CT Corporation System
208 South LaSalle Suite 814
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0010067973 filed 1/25/01

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 application 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 or 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
LEASE PLAN NORTH AMERICA, INC.

OR

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

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
ABN AMRO CCC PRIVATE EQUITY INVESTMENTS, INC.

OR

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

7c. MAILING ADDRESS
135 SOUTH LASALLE STREET, SUITE 560
CITY CHICAGO STATE IL POSTAL CODE 60603 COUNTRY USA

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION CORPORATION

7f. JURISDICTION OF ORGANIZATION DELAWARE

7g. ORGANIZATIONAL ID #, if any DE 343-3061 NONE

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" ATTACHED HERETO AND MADE A PART HEREOF.

PIN: 04-14-100-032
01-15-200-020
04-15-200-021
04-14-100-033

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
LASALLE NATIONAL LEASING CORPORATION

OR

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

10. OPTIONAL FILER REFERENCE DATA
(2027791.0003) FILE WITH COOK county 575 9984-11

Box 170

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

DEBTOR: Euromarket Designs, Inc.
725 Landwehr Road
Northbrook, Illinois 60062
Organizational I.D. #: 4226-962-0

SECURED PARTY: ABN AMRO CCC Private Equity
Investments, Inc.
135 South LaSalle Street, Suite 560
Chicago, Illinois 60603

ASSIGNEE: LaSalle National Leasing Corporation
135 South LaSalle Street, Suite 545
Chicago, Illinois 60603

This Financing Statement covers the following types (or items) of property now owned or held or subsequently acquired by the Debtor:

(1) all right, title and interest of Debtor in and to the parcel(s) of real property described on Exhibit B attached to this Financing Statement, TOGETHER WITH all Appurtenant Rights owned or leased by Debtor and in any way now or hereafter belonging, relating or appertaining to the Land Interest, or the Improvements (now existing or to be designed and constructed by Lessee pursuant to the Construction Agency Agreement) and the reversions, remainders, rents, issues and profits thereof, and all the estate right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same (the "Land"); and all of Debtor's right, title and interest in, to and under the Lease (such Lease, as the same may be amended, modified, replaced or restated, the "Lease"), including, without limitation, all credits, options, deposits, rights of first offer, rights of first refusal, extension rights and expansion rights (together with the Land, Improvements, Appurtenant Rights and Fixtures relating thereto being collectively referred to as the "Property");

(2) all the estate, right, title, claim or demand whatsoever of the Debtor, in possession or expectancy, in and to the Property or any part thereof;

(3) all right, title and interest of the Debtor in and to all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or leased or subsequently acquired by the Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property (all of the foregoing in this paragraph (3) being referred to as the "Fixtures");

(4) all right, title and interest of the Debtor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures, subsequently acquired by the Debtor or constructed, assembled or placed by Debtor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Debtor;

(5) all right, title and interest of the Debtor in, to and under all books and records relating to or used in connection with the operation of the Property or the Fixtures or any part thereof;

(6) all right, title and interest of the Debtor in and to all insurance policies (including title insurance policies) required to be maintained by Lessee pursuant to the Lease, including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(7) all right, title and interest of the Debtor in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof and (ii) all plans and specifications relating to the Property;

(8) all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property;

(9) all proceeds, both cash and noncash, of the foregoing; and

(10) all right, title and interest of the Debtor in and to all of the Operative Documents between Debtor and Lessee, including, without limitation, the Lease Supplement regardless of whether the interest of Debtor therein is that of lessor, lessee or secured lender.

All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Mortgagor and described in the foregoing clauses (1) through (10) are collectively referred to as the "Mortgaged Property"; PROVIDED THAT EXCLUDED from the Mortgaged Property at all times and in all respects shall be all Excepted Payments and all equipment and Fixtures not financed by an Advance (as defined in the Participation Agreement) and not becoming property of the Secured Party under the Lease

For purposes hereof, the following terms have the following respective meanings:

"Appurtenant Rights" means (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to any Land Interest or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to any Land Interest and (ii) all permits, licenses and rights, whether or not of record, appurtenant to any Land Interest.

"Construction Agency Agreement" means the Construction Agency Agreement, dated as of December 31, 2002, between the Debtor, as Construction Agent, and the Secured Party, as Lessor.

"Excepted Payments" has the meaning given such term in the Participation Agreement.

"Improvements" means all buildings, structures, Fixtures and other improvements of every kind existing at any time and from time to time and either constructed pursuant to the Construction Agency Agreement or those purchased with amounts advanced by the participants pursuant to the Participation Agreement (or those becoming the property of the Secured Party pursuant to Article XI of the Lease) on or under any Land Interest, together with any and all appurtenances to such buildings, structures, or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all modifications and other additions to or changes in the Improvements at any time.

"Land Interest" means fee title or leasehold title, as the case may be, to the parcel of real property described on Schedule 1 of the Lease Supplement for such Land Interest and all Appurtenant Rights attached thereto.

"Lease" means the Master Lease, dated as of December 31, 2002, between the Secured Party, as Lessor, and the Debtor, as Lessee, as from time to time amended, restated, supplemented or otherwise modified, together with all Lease Supplements.

"Lease Supplement" means each Lease Supplement substantially in the form of Exhibit A to the Lease together with all attachments and schedules thereto, as such Lease Supplement may be supplemented, amended or modified from time to time.

"Operative Documents" has the meaning given such term in the Participation Agreement.

"Participation Agreement" means the Participation Agreement, dated as of December 31, 2002, among Euromarket Designs, Inc., as Lessee and as Original Guarantor, Crate & Barrel Holdings, Inc., as Original Lessee and a Guarantor, the Secured Party, as Lessor and as a Participant, and the Assignee, as Agent, Arranger and Participant, as from time to time amended, restated, supplemented or otherwise modified.

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"Rent" means, collectively, the "Basic Rent" and the "Supplemental Rent", in each case payable under (and as defined in) the Lease.

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EXHIBIT B - LEGAL DESCRIPTION

04-14-100-032 (AFFECTS PARCEL 1)
01-15-200-020 (AFFECTS PARCEL 1)
04-15-200-021 (AFFECTS PARCEL 2)
04-14-100-033 (AFFECTS PARCEL 2)

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LEGAL DESCRIPTION:

PARCEL 1: (NC-1A)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 309.27 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 675.06 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES

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CONTINUATION OF EXHIBIT B

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23 SECONDS WEST 1002.92 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 197.40 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 59 MINUTES 43 SECONDS WEST, 198.82 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 410.97 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 792.27 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (NC-1B)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 984.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 395.58 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 03 SECONDS WEST 303.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET, HAVING A CHORD BEARING OF SOUTH

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CONTINUATION OF EXHIBIT B

28 DEGREES 25 MINUTES 49 SECONDS WEST, 491.10 FEET, THENCE SOUTH 50 DEGREES 43 MINUTES 28 SECONDS WEST 73.93 FEET, THENCE NORTH 86 DEGREES 15 MINUTES 54 SECONDS WEST 54.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 400 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 41 MINUTES 48 SECONDS WEST, 301.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 176.46 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 1002.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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