

# UNOFFICIAL COPY



Doc#: 0336539065  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 12/31/2003 01:25 PM Pg: 1 of 6

## 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)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0021419118 12-20-2002

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; Please refer to the detailed instructions in regards to changing the name/address of a party.

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 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

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. SEE INSTRUCTIONS 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.

SEE ATTACHED RESTATED SCHEDULE OF COLLATERAL.

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 BANK NATIONAL ASSOCIATION**

OR

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

10. OPTIONAL FILER REFERENCE DATA

IL - COOK COUNTY

01023191 GR

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

0021419118 12-20-2002

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

12a. ORGANIZATION'S NAME

FORDHAM 65 E. GOETHE L.L.C.

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 NAME

FORDHAM 65 E. GOETHE L.L.C.  
 15 EAST HURON  
 CHICAGO, IL 60611

SET FORTH BELOW IS THE SIGNATURE OF THE SECURED PARTY AUTHORIZING  
 THIS AMENDMENT.

LASALLE BANK NATIONAL ASSOCIATION

BY: 

TITLE: AJP

IL - COOK COUNTY

# UNOFFICIAL COPY

20145641  
08-26-03

## RESTATED SCHEDULE OF COLLATERAL

1. All rents, issues, profits, royalties and income with respect to the real estate described in Exhibit A attached hereto and improvements and other benefits derived therefrom, subject to the right, power and authority given to the Debtor to collect and apply same.

2. All leases or subleases covering the real estate described in Exhibit A attached hereto and improvements or any portion thereof now or hereafter existing or entered into, including without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and any and all guarantees of the lessee's obligations under any of such leases and subleases.

3. All materials intended for construction, reconstruction, alteration and repairs of the real estate described in Exhibit A attached hereto and improvements thereon.

4. All fixtures attached to or contained in and used in connection with the real estate described in Exhibit A attached hereto and improvements, including, but not limited to, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate and improvements; and all renewals, substitutions and replacements for any or all of the foregoing, and all proceeds therefrom.

5. All the estate, interest, right, title or other claim or demand, including claims or demands with respect to any proceeds of insurance related thereto, in the real estate described in Exhibit A attached hereto and improvements or personal property and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the said real estate and improvements or personal property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

6. All the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate described in Exhibit A attached hereto, which may have been heretofore or may be hereafter made or agreed to; all such leases and subleases and agreements referred to above; and any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements.

7. All right, title and interest in and to all present and future plans and specifications relating to improvements to be constructed on the real estate described in Exhibit A attached hereto.

8. All right, title and interest in and to all present and future applications, permits, licenses and approvals between the Debtor and others, or given or to be given to the Debtor by appropriate governmental authorities, relating to the improvements to be constructed on the real estate described in Exhibit A attached hereto.

# UNOFFICIAL COPY

9. All right, title and interest in, to and under all present and future architectural and construction contracts relating to improvements to be constructed on the real estate described in Exhibit A attached hereto.

10. All present and future contracts for the sale of residential condominium units and condominium parking spaces to be located on the real estate described in Exhibit A attached hereto, all amounts payable to the Debtor under all such contracts, and all proceeds of all of the foregoing, subject to the rights of the buyers thereunder, and the proceeds of all letters of credit delivered by the purchasers of such residential condominium units and condominium parking spaces under the terms of contracts for the sale of such residential condominium units and condominium parking spaces.

11. All present and future commitments for permanent or take-out financing for the real estate described in Exhibit A attached hereto and improvements to be constructed thereon, and all loan proceeds payable under all such commitments.

12. The Release Payment Cash Collateral Account created under the Construction Loan Agreement dated as of December 11, 2002, by and among the Debtor, the Secured Party, all cash and investments from time to time on deposit in the Release Payment Cash Collateral Account, and all proceeds of all of the foregoing.

13. All Deposit Accounts from time to time maintained by the Debtor with the Secured Party, all cash and investments from time to time on deposit in all such Deposit Accounts, and all proceeds of all of the foregoing.

14. All cash and investments from time to time on deposit with Near North National Title Corporation under all present and future title indemnity agreements ("Title Indemnity Agreements"), including, without limitation, the Title Indemnity Agreements dated March 19, 2003, and June 9, 2003, and in all rights to receive amounts which from time to time are no longer required to be on deposit under Title Indemnity Agreements, and in all proceeds of all of the foregoing.

15(a) All of the Debtor's rights from time to time existing to the payment of money from any present or future surety (including, without limitation, Fireman's Fund Insurance Company and Gulf Insurance Company) under any payment bond or performance bond from time to time issued by such a surety to the Debtor, or to any present or future prime contractor or subcontractor for all or any portion of the improvements on the property commonly known as 65 East Goethe, Chicago, Illinois, whether such right to payment arises under such a bond or under any present or future agreement entered into by the Debtor with such a surety (including, without limitation, the Interim Settlement Agreement entered into or to be entered into by and between Fireman's Fund Insurance Company, Gulf Insurance Company and the Debtor).

(b) All of the Debtor's rights from time to time existing to the payment of money from any past, present or future prime contractor or subcontractor for all or any portion of the improvements on the property commonly known as 65 East Goethe, Chicago, Illinois.

(c) All proceeds of all of the collateral described in (a) and (b) above.

Some or all of the above-described property may be or become fixtures to the real estate described in Exhibit A attached hereto.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF REAL ESTATE

UNITS 101, 102, 103, 3 NORTH, 3 EAST, 4 WEST, 4 NORTH, 4 EAST, 5 WEST, 5 NORTH, 5 EAST, 6 WEST, P-1, P-2, P-10, P-11, P-14 THROUGH P-19, P-22, P-27, P-28, P-30, P-31, P-35, P-36 AND P-39 THROUGH P-49 IN 65 E. GOETHE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

#### PARCEL 1:

LOT 4 AND LOT 3 (EXCEPT THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 3, 21 FEET 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT IN THE SOUTH BOUNDARY OF LOT 3, 14 FEET 4  $\frac{3}{4}$  INCHES WEST OF THE SOUTHEAST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 INCLUSIVE, AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE WEST  $\frac{1}{2}$  OF THE FOLLOWING TAKEN AS A TRACT: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF LOT 2, 3 FEET AND  $1\frac{5}{8}$  INCHES EAST OF THE NORTHWEST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 AND  $\frac{7}{8}$  INCHES EAST OF THE SOUTHWEST CORNER THEREOF; TOGETHER WITH THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH BOUNDARY OF SAID LOT 3, 21 FEET AND 11 INCHES WEST OF THE NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 3, 14 FEET AND  $4\frac{3}{4}$  INCHES WEST OF THE SOUTHEAST CORNER; ALL IN SUBDIVISION OF LOTS 4, 5, 6 AND 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 AND 2 (EXCEPT THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3 FEET  $1\frac{5}{8}$  INCHES EAST OF THE NORTHWEST CORNER TO THE POINT ON SOUTH BOUNDARY OF LOT 2, 10 FEET  $7\frac{7}{8}$  INCHES EAST OF SOUTHWEST CORNER) IN SUBDIVISION OF LOTS 4 TO 7 AND VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER ( $\frac{1}{4}$ ) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THE EAST HALF ( $\frac{1}{2}$ ) OF FOLLOWING DESCRIBED PROPERTY: THAT PART OF LOT 2 LYING WEST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF LOT 2, 3

# UNOFFICIAL COPY

FEET AND 1 5/8 INCHES EAST OF NORTHWEST CORNER TO A POINT ON SOUTH BOUNDARY OF SAID LOT 2, 10 FEET 7 7/8 INCHES EAST OF SOUTHWEST CORNER THEREOF; ALSO OF THAT PART OF LOT 3 LYING EAST OF A LINE DRAWN FROM A POINT ON NORTH BOUNDARY OF SAID LOT 3, 21 FEET 11 INCHES WEST OF NORTHEAST CORNER TO A POINT ON THE SOUTH BOUNDARY OF LOT 3, 14 FEET 4 3/4 INCHES WEST OF SOUTH EAST CORNER ALL IN SUBDIVISION OF LOTS 4 TO 7 AND THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 7 IN BLOCK 6 IN H. O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 21, 2002 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0020920698, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO THE UNITS AS SET FORTH IN SAID DECLARATION OF CONDOMINIUM (THE "DECLARATION").

AND

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE LIMITED COMMON ELEMENT NUMBERS 3, 4, 8, 9, 10, 14, 15, 17, 18, 19, 20, 22 AND 23 AS DELINEATED ON THE AFORESAID PLAT OF SURVEY.

Address:

65 E. Goethe, Chicago, Illinois 60610

Permanent Tax Index Numbers:

Part of 17-03-110-002, 17-03-110-004, 17-03-110-009 and 17-03-110-010