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Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 10/12/2004 04:02 PM Pg: 1 of 8

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)

LEXISNEXIS DOCUMENT SOLUTIONS
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, ILLINOIS 62703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **0030356542 / BK 5227 P 37 DATE: 03/14/2003 11:13:30**

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 8.

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 **FIRST BANK AND TRUST COMPANY OF ILLINOIS**

7b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS

300 EAST NORTHWEST HIGHWAY

CITY **PALATINE** STATE **IL** POSTAL CODE **60067** COUNTRY **USA**

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION **IL**

7g. ORGANIZATIONAL ID#, if any

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

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

SEE COLLATERAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 **DAVID AND SAMANTHA INVESTMENTS, L.L.C.**

9b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA **SRFP - REALTY AMERICA (L-062)**

IL - COOK COUNTY DEBTOR: REALTY AMERICA GROUP (LINCOLN MALL), LP (919731-002)

BOX 314

8246286 DR ACS

PROHIBITED COOK COUNTY CLERK'S OFFICE

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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)
0030356542 / BK 5827 P 37 Date: 03/14/2003 1

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

12a. ORGANIZATION'S NAME		
DAVID AND SAMANTHA INVESTMENTS, L.L.C.		
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

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IL-Cook County

MISCELLANEOUS INFORMATION

This is an assignment of a FIXTURE FILING - Please file in the real estate records of the County. For a more detailed description of the REAL ESTATE - see Exhibit "B" attached hereto and made a part hereof.

Property of Cook County Clerk's Office

Exhibit "A"**30356542****COLLATERAL DESCRIPTION**

All of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the following described property, and including all additions, substitutions, accessions, repairs, replacements and the proceeds and products of the following described property, whether installed, affixed, attached, kept or situated on, to or at the real property ("Property") described in Exhibit "D", or used, acquired or produced in connection with the operation of the business thereon, wherever located as follows (collectively, the "Collateral"):

All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on any portion of the Property and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof, together with all rights-of-way, easements, licenses, privileges, water and water rights and appurtenances to the Property.

All right, title, and interest of Mortgagor in and to all fixtures, furniture, furnishings, equipment, machinery, appliances, apparatus, and other property of every kind and description now or at any time hereafter installed or located on or used or usable in connection with the Property or the buildings and improvements situated hereon, whether such right, title, or interest in such items of property is now owned or hereafter acquired by Mortgagor, including but not limited to, all accessories, all lighting, heating, cooling, ventilating, air-conditioning, humidifying, dehumidifying, plumbing, sprinkling, incinerating, refrigerating, air-cooling, lifting, fire extinguishing, cleaning, communicating, and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all switchboards, engines, motors, tanks, pumps, floor coverings, carpeting, partitions, conduits, ducts, compressors, elevators, and escalators, and the machinery, appliances, fixtures, and equipment pertaining thereto, all of which fixtures, furnishings, furniture, equipment, machinery, and other property shall be deemed to be part of the Collateral.

All rights, privileges, permits, licenses (to the extent assignable under applicable law), management contracts, supply agreements, insurance policies, franchise agreements, reservation system agreements, construction contracts, plans and specifications and other contracts, authorizations, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to all or any part of the Property or required or used in connection with the operation of any business thereon.

All of Mortgagor's right, title and interest in and to those certain reserve accounts described in the Loan Agreement, and in and to all funds from time to time on deposit therein.

All rents, sales proceeds, income, room rates, rents, accounts, issues, profits, royalties, and other revenues derived from or belonging to all or part of the Property and the Collateral or any part thereof, generated from the operation of Mortgagor's business thereon, and the proceeds thereof, and all rights, whether now or at any time hereafter existing, of Mortgagor, under, pursuant to, or in connection with any and all existing and future leases, subleases, and use and occupancy agreements and other agreements affecting all or any part of the Property and the Collateral, and the

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proceeds thereof, and in all instances whether arising before or after the filing of a bankruptcy petition by or against Dohler.

All Mortgagor's pre-petition and post-petition accounts, and rights to the payment of money, including, without limitation, all revenues of any sort, payment for goods sold or leased or for services rendered, whether or not Mortgagor has earned such payment by performance, rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. These rights include all rights and interests (including all liens and security interests) which Mortgagor may have by law or agreement against any account debtor or obligor of Mortgagor.

All general intangibles, including, without limitation, trademarks, tradenames, and copyrights, now or hereafter used in connection with the Property.

All of Mortgagor's books and records and other instruments and documents of title pertaining to any of the Collateral described herein.

Any other assets in which Mortgagor has or asserts an ownership interest in and which are used or useful in connection with the operation of the Property and Collateral as a commercial resort hotel, conference center and golf course.

Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Property and the Collateral and other property and interests described in this Exhibit "R" into cash or liquidated claims, including without limitation by reason of specification, all proceeds of insurance and all awards and payments, including interest thereon, which may be made in respect of all or any part of the Property or Collateral, or any estate or interest therein, as a result of any damage to or destruction of all or any part of the Property or Collateral, the exercise of the right of condemnation or eminent domain, the closing of, or the elevation of the grade of, any street on or adjoining the Property, or any other injury to or decrease in the value of all or any part of the Property or Collateral.

UNOFFICIAL COPY**Exhibit "B"****LEGAL DESCRIPTION:****PARCEL 1:**

LOT 1 (EXCEPT THE NORTH 70 FEET OF THAT PART OF LOT 1 IN LINCOLN MALL LYING SOUTH AND ADJACENT TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22) AND LOT 6 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1972 AS DOCUMENT 21840733 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES, AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND PUMP HOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDINGS AND OTHER OVERHANGS, ANNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, CREATED IN THE RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846193, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069, AS ASSIGNED TO LINCOLN MALL LLC BY ASSIGNMENT AND ASSUMPTION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED DECEMBER 17, 1998 AS DOCUMENT 08148392.

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, CREATED IN THE TOTAL SITE AGREEMENT RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT RELOCATION AGREEMENT RECORDED SEPTEMBER 9, 1977 AS DOCUMENT 24099069.

UNOFFICIAL COPY**PARCEL 4:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM ARCO PIPE LINE COMPANY, A CORPORATION OF DELAWARE, DATED MARCH 22, 1973 AND RECORDED MAY 14, 1973 AS DOCUMENT 22323290 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES AS DESCRIBED IN SAID INSTRUMENT.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM NATURAL GAS PIPELINE COMPANY OF AMERICA, A CORPORATION OF DELAWARE, RECORDED AUGUST 17, 1973 AS DOCUMENT 22443133 FOR INGRESS AND EGRESS, CONSTRUCTION OF ROADWAYS, FOR STORM SEWERS AND WATER LINES.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY GRANT OF EASEMENT RECORDED MAY 4, 1990 AS DOCUMENT 90207756, FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OUTFALL FACILITIES AND OTHER DRAINAGE FACILITIES.

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, LYING NORTH OF THE NORTHERLY LINE OF THE PENN-CENTRAL RAILROAD (FORMERLY THE MICHIGAN CENTRAL RAILROAD) RIGHT OF WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD WITH A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY; THENCE WEST ON THE NORTHERLY LINE OF SAID RAILROAD, SAID LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 45 SECONDS WEST FOR THE PURPOSE OF THE DESCRIPTION, A DISTANCE OF 812 FEET TO A POINT; THENCE NORTH 00 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 120 FEET TO A POINT; THENCE NORTH 45 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 862.77 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 45 SECONDS EAST, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY ON A LINE 125 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, SAID LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SINCLAIR PIPELINE COMPANY AND SAID LINE HAVING A BEARING OF SOUTH 00 DEGREES 05 MINUTES 25 SECONDS EAST, A DISTANCE OF 832 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 TO LINCOLN HIGHWAY (U.S. ROUTE 30) AND CICERO AVENUE, AS SET FORTH IN AGREEMENT AND DECLARATION RECORDED NOVEMBER 8, 1968 AS DOCUMENT 20671343 AND AMENDED BY DESIGNATION OF EASEMENT RECORDED NOVEMBER 10, 1977 AS DOCUMENT 24188603, OVER RING ROAD IN LINCOLN MALL SHOPPING CENTER, IN COOK COUNTY, ILLINOIS.

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PARCEL 9:

LOT 2 IN THE RESUBDIVISION OF LOT 8 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1977 AS DOCUMENT 23835201 IN COOK COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET; THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

THAT PART OF LOT 12 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11 FEET, A DISTANCE OF 81.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Property Clerk's Office

Property Parcel Numbers

- 31-22-300-021-0000
- 31-22-300-022-0000
- 31-22-300-027-0000
- 31-22-300-037-0000
- 31-22-300-039-0000
- 31-22-300-041-0000
- 31-22-300-055-0000

Property Address:

208 LINCOLN MALL
MATTESON, IL