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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 02/04/2005 09:22 AM Pg: 1 of 5

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)

Cole, Schotz, Meisel, Forman & Leonard, P.A.
Court Plaza North
25 Main Street, P.O. Box 800
Hackensack NJ 07602-0800
Attention: Michael R. Leighton, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILER #
0435534019

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 Schedule A annexed 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
Kennedy Funding, Inc.

OR

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

10. OPTIONAL FILER REFERENCE DATA

Cook County Clerk

STCZ / 407447 WDR

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SCHEDULE A TO UCC-1 FINANCING STATEMENT

**152ND STREET PARTNERS LLC, as Debtor,
and
KENNEDY FUNDING, INC., as Secured Party**

All Debtor's right, title and interest in and to:

(i) those certain premises leased by 94th Avenue Partners LLC ("94th Avenue") pursuant to that certain Outlot Ground Lease, dated October 31, 2003, between Orland II, L.L.C. and WPC-Orland II, L.L.C., as Landlord, and 94th Avenue, as Tenant, as amended (the "Lease"), a Memorandum of which is intended to be recorded in the Office of the Cook County Recorder, located in Orland Park, Cook County, Illinois and described in Exhibit A annexed hereto (the "Land");

(ii) all the right, title and interest of Debtor in and to the land lying in the streets and roads adjoining the Land or any part thereof;

(iii) any and all other, further or additional estates, rights, title or interests which may at any time be acquired by Debtor by reason of amendments, modifications, supplements, extensions and renewals of the Lease (such Lease and all amendments, modifications, supplements, extensions and renewals thereof being hereinafter called the "Lease");

(iv) all rights and benefits of whatsoever nature derived or to be derived by Debtor under or by, virtue of the Lease, including, without limitation, the right to exercise options, to give consents, and to receive monies payable to the landlord thereunder;

(v) all other leases, subleases and underlettings of the Premises (as defined below), or any part thereof, now existing or hereafter entered into or assumed by Debtor and all rights and benefits derived or to be derived by Debtor therefrom, including without limitation, any security deposits made by the tenants thereunder;

(vi) all right, title and interest of Debtor in and to all buildings and improvements now situated on or hereafter to be erected on the Land (the "Improvements"), all machinery, apparatus, equipment, fittings, fixtures, furniture, furnishings and articles of personal property of every kind and nature whatsoever, now or hereafter located in the Improvements, or upon the Premises, or any part thereof, and used or usable in connection with the present use of the Improvements or any other future occupancy or use of the Improvements (hereinafter called "Equipment"), (the "Improvements", the Land and the Equipment and the "Lease" being collectively referred to as the "Premises"), including, but without limiting the generality of the foregoing, all heating, lighting, loading, unloading, landscaping, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, ducts and compressors, cleaning equipment and supplies,

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and all right, title and interest of Debtor in and to any Equipment which may be subject to any security agreements (as defined in Article 9 of the Uniform Commercial Code of the State of Illinois and hereinafter called "Security Agreements") superior in lien to the lien of that certain mortgage, dated as of November 22, 2004, made by Debtor and 94th Avenue Partners LLC to Secured Party (the "Mortgage") and intended to be recorded in the Office of the Cook County Recorder; and such further instruments (including further Security Agreements) as may be requested by Secured Party to confirm the lien of the Mortgage on any Equipment; and

(vii) all awards or payments, including interest thereon, heretofore and hereafter made to Debtor for the taking by eminent domain of the whole or any part of the Premises, or the use thereof, or any easement therein, including any awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Mortgaged Property (as hereinafter defined), which said awards and payments are hereby assigned to Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness at any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable and toward the reasonable counsel fees, costs and disbursements incurred by Secured Party in connection with the collection of such awards or payments and toward the payment of the indebtedness at any time secured hereby, notwithstanding the fact that the amount thereof may not then be due and payable; and any and all assignments and other instruments sufficient for the purpose of assigning said awards or payments to Secured Party, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

All of the foregoing real and personal property and rights and interests in property and awards are herein collectively referred to as the "Mortgaged Property";

(viii) all Accounts, as defined herein, presently owned by Debtor or hereafter acquired to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property. "Accounts" are defined, in addition to the definition of account as contained in the Uniform Commercial Code, as the right of Debtor to receive payment for goods sold or leased or for services rendered which are not evidenced by an instrument or chattel paper, whether or not it has been earned by performance;

(ix) all of Debtor's Equipment, as such term is defined in the Uniform Commercial Code, and in all of Debtor's machinery and equipment of every kind, nature and description, as well as trucks and vehicles of every kind and description, including, but not limited to, trailers, cranes and hoisting equipment, whether presently owned by Debtor or hereafter acquired, and wherever located to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property;

(x) all of Debtor's Inventory, as defined in the Uniform Commercial Code, whether presently owned by Debtor or hereafter acquired and wherever located to the

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extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property;

(xi) all of Debtor's General Intangibles, as defined in the Uniform Commercial Code, whether presently owned by Debtor or hereafter acquired to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property;

(xii) the balance of every deposit account, now or hereafter existing, of Debtor with Secured Party, and all money, instruments, securities, documents, chattel paper, credits, claims, performance bonds, payment bonds, all other forms of surety to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property, and other property of Debtor now or hereafter in the possession or custody of Secured Party or any of its agents;

(xiii) all of Debtor's Chattel Paper, as defined in the Uniform Commercial Code, whether presently owned by Debtor or hereafter acquired, to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property, including, but not limited to, all such Chattel Paper now or hereafter left in the possession of Secured Party for any purpose;

(xiv) all of Debtor's Instruments, as defined in the Uniform Commercial Code and also including a negotiable instrument or a security, or any other writing which evidences a right to the payment of money and is of the type which is, in the ordinary course of business, transferred by delivery with any necessary endorsement or assignment whether presently owned by Debtor or hereafter acquired, to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property, including, but not limited to, all such Instruments now or hereafter left in the possession of Secured Party for any purpose;

(xv) all of Debtor's Documents, as defined in the Uniform Commercial Code, whether presently owned by Debtor or hereafter acquired, including but not limited to all such Documents now or hereafter left in the possession of Secured Party for any purpose.

(xvi) (A) all books and records, including, without limitation, customer lists, credit files, computer programs, print-outs and other computer materials and records of Debtor pertaining to all of the Collateral; and (B) all of the products and proceeds of all of the foregoing Collateral (including all proceeds of insurance policies covering the Collateral); as well as all accessions, additions, substitutions, replacements and increments as to the assets in (A) and (B).

(xvii) all of Debtor's Goods, as defined in the Uniform Commercial Code, to the extent that the same relate to the Mortgaged Property and/or the operations at the Mortgaged Property whether presently owned by Debtor or hereafter acquired.

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 5 in Orland Court Subdivision, a Subdivision of part of the West ½ of the Northwest ¼ of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded March 20, 1981 as Document 25811986, in Cook County, Illinois.

Parcel 2:

Non-Exclusive Easement for Ingress and Egress as set forth in that certain Amended and Restated Reciprocal Construction, Operation and Easement Agreement recorded July 21, 1998, as document number 98630610.

Commonly known as: 15200 South 94th Avenue, Orland Park, Illinois 60462