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Doc#: 0606806193 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/09/2006 02:37 PM Pg: 1 of 5

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Diligenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

17758543
Prepared By:
Diligenz, Inc.
6500 Harbour Heights Pkwy, Suite 400
Mukilteo, WA 98275

Filed In: Illinois Cook

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0010753049 8/15/2001

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
PALATINE LLC

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.

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
The Northern Trust Company

OR

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

10. OPTIONAL FILER REFERENCE DATA
8208 - 02000433996 17758543

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EXHIBIT A TO UCC-2 FINANCING STATEMENT

To be filed with the Recorder of Deeds, Cook County, Illinois

Debtor

Palatine LLC
1 East 22nd Street
Lombard, Illinois 60148

Secured Party

The Northern Trust Company
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181

COLLATERAL DESCRIPTION

All of the Debtor's right, title and interest in and to the following described property, whether now owned or hereafter acquired, including but not limited to the following (collectively referred to as the "Premises"):

(a) The real estate legally described on Exhibit B attached hereto and made a part hereof, and all of its estate, right, title and interest therein (the "Real Estate") situated, lying and being in the Village of Palatine, County of Cook and State of Illinois;

(b) any after-acquired title or reversion in and to the beds of any vaults, streets, avenues, alleys and other passageways adjoining the Real Estate;

(c) all estates, appurtenances, tenements, easements, licenses, franchises, royalties and hereditaments, all gas, oil and mineral rights and privileges, all riparian, irrigation and drainage rights and privileges and all other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, relating to or benefiting the Real Estate;

(d) all of Debtor's interest and rights as seller in and to all purchase contracts or as lessor in and to all leases now or hereafter affecting the Premises or any part thereof and all rents, issues, proceeds and profits accruing and to accrue from the Premises, whether payable pursuant to any present or future purchase contract or lease or otherwise growing out of any occupancy or use of the Premises (which are pledged primarily and on a parity with the Real Estate and not secondarily);

(e) all proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Premises, all rights in and to all present and future fire and other hazard insurance policies pertaining to the Premises, any and all monies or other assets (including prepaid insurance policies) at any time on deposit with Secured Party or a depository designated by Secured Party (whether deposited by or on behalf of Debtor or anyone else) pursuant to any of the provisions of the Mortgage, Security Agreement and Fixture Filing dated July 31, 2001 by and between Debtor and Secured Party, as amended, modified or supplemented from time to time (the "Mortgage") and all awards paid or to be paid in connection with or in lieu of any condemnation, eminent domain, change of grade or similar proceeding for the taking or for the degradation in the value of all or any part of the Premises;

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Chicago, IL 60603
1674214-1

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(f) all buildings and improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for the construction, reconstruction, alteration and repair of any such buildings and improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises;

(g) all fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Premises including, but not limited to, heating, cooling, ventilating, communication and security equipment, pipes, pumps, tanks, sprinklers and other plumbing equipment and fixtures, lighting, wires, conduit and other electrical equipment and fixtures, boilers, ranges, furnaces, oil burners and units thereof, vacuum cleaning systems, elevators, escalators, engines, motors and other mechanical equipment and fixtures, awnings, screens, storm doors, windows and window treatments, stoves, refrigerators and other appliances and equipment, partitions, mantels, cabinets and other millwork, rugs, carpets, and other floor coverings, furniture and furnishings used in the operations of the Premises and all additions thereto and renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to any building or buildings in any manner, it being mutually agreed, intended and declared that all of the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Premises and for the purpose of the Mortgage to be real estate and covered by the Mortgage; provided, however, that the provisions of this paragraph shall not apply or attach to the trade fixtures or personal property of any tenant on the Premises; and

(h) all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or 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 the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property 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.

Capitalized terms used herein but not otherwise defined shall have the same meaning as in the Mortgage.

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EXHIBIT B**REAL ESTATE**

PARCEL 1:

LOTS 1 AND 2 IN SCHER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1958 AS DOCUMENT NUMBER 17277738 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 28, 1958 AS DOCUMENT NUMBER 17302943, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DEED DATED JANUARY 17, 1962 AS RECORDED AUGUST 20, 1962 AS DOCUMENT NUMBER 18567814 DESCRIBED AS FOLLOWS:

A SEGMENT OR PARCEL OF LAND, BEING THAT PART OF LOT 2 IN SCHER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT POINT ON THE SOUTHERLY LINE OF NORTHWEST HIGHWAY AS WIDENED (ALSO KNOWN AS STATE BOND ISSUE ROUTE 19), A DISTANCE OF 871.49 FEET SOUTHEASTERLY OF THE INTERSECTION TO THE SOUTHERLY LINE OF SAID NORTHWEST HIGHWAY AND CENTER LINE OF BENTON STREET; SAID POINT OF COMMENCEMENT BEING ALSO THE MOST NORTHERLY CORNER OF SAID LOT 2 IN SCHER'S SUBDIVISION AS AFORESAID; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHWEST HIGHWAY, BEING ALSO THE NORTHEASTERLY LINE OF SAID LOT 2 A DISTANCE OF 481.55 FEET TO A POINT OF CURVATURE, BEING ALSO THE POINT OF BEGINNING OF SAID SEGMENT OR PARCEL OF LAND; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, BEING ALSO SOUTHERLY LINE OF NORTHWEST HIGHWAY AND BEING CURVED LINE CONCAVE TO SOUTHWEST HAVING A RADIUS OF 955 FEET AND TANGENT TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 275.63 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE (BEING THEREOF THE CHORD OF SAID SEGMENT OR PARCEL OF LAND), A DISTANCE OF 275 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART CONVEYED TO AMOCO OIL COMPANY, A MARYLAND CORPORATION, BY DEED DATED MARCH 16, 1979 RECORDED DECEMBER 26, 1979 AS DOCUMENT NUMBER 25293781 DESCRIBED AS FOLLOWS:

THE PART OF LOT 1 LYING SOUTHEASTERLY OF A LINE DRAWN PERPENDICULAR TO THE SOUTHWESTERLY LINE OF SAID LOT 1, WHICH INTERSECTS THE

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NORTHEASTERLY CURVED LINE THEREOF AT A POINT 150 FEET ARC MEASURE NORTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 1, IN SCHER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 14, WHICH IS 383.08 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 AND RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 14, 62.60 FEET TO A POINT OF TANGENCY WITH A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 280 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 115.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, AN ARC DISTANCE OF 242.35 FEET TO THE POINT OF TANGENCY (THE CHORD OF THE LAST DESCRIBED ARC HAVING A BEARING OF NORTH 48 DEGREES 23 MINUTES 14 SECONDS WEST); THENCE NORTH 73 DEGREES 10 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE FOR A DISTANCE OF 77.65 FEET; THENCE SOUTH 45 DEGREES 01 MINUTE 10 SECONDS EAST 117.34 FEET; THENCE SOUTH 79 DEGREES 09 MINUTES 18 SECONDS EAST 99.09 FEET; THENCE SOUTH 42 DEGREES 10 MINUTES 00 SECONDS EAST 103.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 223-333 EAST NORTHWEST HIGHWAY
PALATINE, ILLINOIS

PIN NOS: 12-14-101-009-0000
12-14-101-025-0000
12-14-101-027-0000