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Doc#: 0610706041 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/17/2006 09:38 AM Pg: 1 of 9

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) 18670561 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 # 0515315032 6/2/2005 | 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/> |
|---|---|

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: 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 PARTNERS 99 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. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
| | | | | <input type="checkbox"/> 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 EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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 AMERICAN GENERAL ANNUITY INSURANCE COMPANY | | | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |

10. OPTIONAL FILER REFERENCE DATA
030231720/LLB 18670561

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UNOFFICIAL COPY**EXHIBIT A****FINANCING STATEMENT**

(Presented for filing pursuant to the Uniform Commercial Code)

- 1 Name and Address of Debtor: Debtor's Tax ID or
Social Security No. 52-2176767
- Partners 99, LLC
c/o Field Partners
1231 William Street
River Forest, Illinois 60305
- 2 Name and Address of Secured Party
- American General Annuity Insurance Company
c/o American General Realty Investment, Inc
2929 Allen Parkway, 34th Floor
Houston, Texas 77019
Attention: Vice President - Mortgage Loans
- 3 This Financing Statement covers all of Debtor's remedies, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following
- (a) All furniture, furnishings, equipment, machinery, goods, general intangibles, money, accounts, receivables, contract rights, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and all other personal property of any kind or character as defined in and subject to the provisions of Article 9 of the Uniform Commercial Code of Illinois (the "Personalty"), now or hereafter located upon, within or about the real estate or interest therein described in Exhibit B attached hereto (the "Land")
- (b) Any and all buildings, open parking areas and other improvements, and any and all additions, alterations, replacements, betterments or appurtenances thereto, now or at any

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time hereafter situated, placed or constructed upon the Land, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (the "Buildings").

- (c) Any and all plans, specifications, drawings and other technical descriptions (including plot plans, foundation plans, floor plans, elevations, framing plans, cross-section of walls, mechanical plans, electrical plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional for construction, repair or alteration of the Buildings, and all amendments and modifications thereof (the "Plans").
- (d) All materials, supplies, equipment, apparatus or other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or the Land (other than readily removable trade fixtures not affixed to or forming a part of the Land, which are owned by tenants), including, but not limited to, any and all partitions, window screens and shades, drapes, rugs, and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, laundry, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, lighting, ventilating, air conditioning and air cooling equipment and systems, disposals, dishwashers, refrigerators and ranges, recreational equipment, environmental control, refrigeration, incinerating, water-heating, cooking, pollution control, solar, nuclear, computing, monitoring, measuring, controlling, distributing, water, gas, electric, storm and sanitary sewer facilities and other utilities whether or not situated in casements, and all other equipment and facilities of any kind or nature whatsoever together with all accessories, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (the "Fixtures").
- (e) All of the rents, revenues, income, proceeds, profits and other benefits paid or payable by parties (other than Debtor) for using, leasing, licensing, processing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (as such term is defined in the Mortgage and Security Agreement dated of even date herewith from Debtor to Secured Party (collectively, the "Deed of Trust") (the "Rents and Revenues").
- (f) Any and all leases, subleases, licenses, concessions, or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or a portion of the Mortgaged Property, together with all guarantees, modifications, extensions and renewals thereof, save and except any and all leases, subleases or other agreements pursuant to which Debtor is granted a possessory interest in the Land (the "Leases").
- (g) All agreements (such as construction contracts, architects' agreements, contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, government issued licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements").

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- (h) Any insurance proceeds and any awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any governmental authority to the present or any subsequent owner of the Land, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or Buildings
- (i) All unpaid water, sewer and other utility fees paid to a governmental authority or to a water and sanitary sewer district or utility company, and all sanitary sewer rights and storm sewer rights and all water or sewer taps or wait list deposits Debtor has made or may hereafter make with respect to the Land and all of Debtor's rights to have the Land served with water, sewer and other utilities.

Together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, accounts receivables, instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of Debtor or Secured Party in respect of any of the foregoing) and together with all general intangibles now owned by Debtor or existing or hereafter acquired, created or arising related to any of the foregoing property

Debtor is the record owner of the Land.

This financing statement covers fixtures and is to be filed for record in the Real Estate Records of Cook County, Illinois, as well as in the Office of the Secretary of State of the State of Illinois

Exhibit B - Land

UNOFFICIAL COPY**EXHIBIT B**

[Land]

PARCEL

Lot 1, 2 AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1 TO 5, INCLUSIVE, IN BLOCK 7 TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6, ALL IN W.J. WILSON'S ADDITION TO OAK PARK BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO

THAT PART OF THE VACATED NORTH AND SOUTH 18 FOOT PUBLIC ALLEY LYING BETWEEN THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 7, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 IN SAID BLOCK 6, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 7 ALL IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184817 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870.

ALSO

THAT PART OF THE VACATED EAST AND WEST 20 FOOT PUBLIC ALLEY LYING BETWEEN THE SOUTH 11.50 FEET OF LOT 3 AND THE NORTH 8.50 FEET OF LOT 4 IN BLOCK 6 IN W.J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RERECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870.

ALSO

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NUMBER 20181526 IN W.J. WILSON'S ADDITION TO OAK PARK LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID, THENCE NORTH 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID; THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 216.90 FEET; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON THE LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE SOUTH ON THE AFORESAID DESCRIBED LINE 33.80 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF LOT 1 IN BLOCK 6 AFORESAID AND ITS EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN BLOCK 7 AFORESAID, 359.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID ADDITION BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS TO, INGRESS AND EGRESS OVER THE WISCONSIN AVENUE EASEMENT AREA DESCRIBED AS FOLLOWS

THAT PORTION OF WISCONSIN AVENUE LYING WEST OF AND ADJACENT TO LOTS 24 TO 35 OF THE SUBDIVISION OF BLOCK 2 IN WALLEN AND PROBST'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF LOT 1 IN B. F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/4 OF THE SOUTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

NON-EXCLUSIVE PERPETUAL RIGHT AND EASEMENT OF THE BENEFIT OF PARCEL 1 AS CREATED BY DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, ACCESS THERETO AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES WITHIN THE PARKING GARAGE DESCRIBED AS FOLLOWS

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 4

PERPETUAL RIGHT AND EASEMENT OF THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999

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AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, AND CONSTRUCTION MAINTENANCE, REPAIR AND REPLACEMENT OF A SURFACE PARKING LOT AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES THEREON, DESCRIBED AS FOLLOWS

LOT 5 (EXCEPT THE NORTH 43 FEET THEREOF) TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W. J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/4 OF THE SOUTH WEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF CONNECTING THE PEDESTRIAN CORRIDOR TO THE HOSPITAL AS DISCLOSED ON EXHIBIT "C" ATTACHED TO SAID AGREEMENT.

PARCEL 6

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN ACCESS, INGRESS AND EGRESS THROUGH THE PEDESTRIAN CORRIDOR (WHEN COMPLETED) BETWEEN THE MEDICAL OFFICE BUILDING AND THE HOSPITAL AS DISCLOSED ON SKETCH ATTACHED AS EXHIBIT "C" TO SAID AGREEMENT

PARCEL 7

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL UPON, UNDER, OVER, ACROSS AND ALONG A STRIP OF TEN AND FIFTEEN (15) FEET INTO EACH OF THE PARTNERS 99 PROPERTY AND THE HOSPITAL PROPERTY FOR THE PURPOSE OF CONTINUED MAINTENANCE OF THE EASEMENT AND IMPROVEMENTS

PARCEL 8

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID

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AGREEMENT FOR THE PURPOSE OF CONSTRUCTION AND INSTALLING A DRIVEWAY, SIDEWALKS AND OTHER IMPROVEMENTS.

PARCEL 9

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY AND SIDEWALKS LOCATED THEREIN

PARCEL 10

TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF ENTERING ONTO THE HOSPITAL PROPERTY FOR THE DEVELOPMENT OF ANY IMPROVEMENTS ON THE PARTNERS 99 PROPERTY DURING CONSTRUCTION AND DEVELOPMENT OF THE PARTNERS 99 PROPERTY AND THE IMPROVEMENTS THEREON

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Parcel Numbers

16-18-101-010-0000
16-18-101-012-0000
16-18-110-006-0000
16-18-110-015-0000
16-18-110-016-0000
16-18-110-023-0000
16-18-110-024-0000

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves.

Property of Cook County Clerk's Office