



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0617945071 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/28/2006 03:20 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ACI For ACI
Corporation Service Company
SUITE 2320
33 North LaSalle Street
Chicago, IL 60602
210078-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0011196843 Date: 12/17/2001 B: P:
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.

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
6b. INDIVIDUAL'S LAST NAME

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
7b. INDIVIDUAL'S LAST NAME
7c. MAILING ADDRESS

7d. SEE INSTRUCTIONS
7e. TYPE OF ORGANIZATION
7f. JURISDICTION OF ORGANIZATION
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.

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
9b. INDIVIDUAL'S LAST NAME

10. OPTIONAL FILER REFERENCE DATA 132110

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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)

0011196843 Date: 12/17/2001 B: P:

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

12a. ORGANIZATION'S NAME

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

Great Lakes Reit, L.P.

823 Commerce Drive, Suite 300

Oak Brook, IL 60523

Property of Cook County Clerk's Office

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#132110

EXHIBIT "A"**DESCRIPTION OF COLLATERAL**

DEBTOR: GREAT LAKES REIT, L.P.

SECURED PARTY: ALLSTATE LIFE INSURANCE COMPANY

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All equipment, fixtures, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the real property described on the attached Exhibit ("Property") now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof, whether in possession of Debtor or whether located on the Property or elsewhere;
2. To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to, (a) all names under which or by which the Property may at any time be owned and operated or any variant thereof and all goodwill in any way relating to the Property and all service marks and logos used in connection therewith, (b) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (c) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (d) all materials prepared for filing or filed with any governmental agency, and (e) the books and records of Debtor relating to construction or operation of the Property;
3. All shares of stock or partnership interest or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property provided, however, that the foregoing shall not include any ownership interests in Debtor;
4. All accounts, deposit accounts, tax and insurance escrows held pursuant to the Mortgage in favor of Secured Party encumbering the Property, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development,

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financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Property or the use or enjoyment of the Property to the extent such are assignable;

5. All condemnation and insurance proceeds related to the Property;

6. All leasehold estates, and in any and all leases, subleases, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Property or any portion thereof, now or hereafter existing or entered into and all rights and benefits now or hereafter accruing to Debtor under any and all guarantees of the obligations of any tenant thereunder, as any of the foregoing may be amended, extended, renewed or modified from time to time;

7. All rents, issues, profits, royalties, avails, income and other benefits derived from the Property;

8. Together with all additions to, substitutions for and the products of all of the above, and all proceeds, whether cash proceeds or non-cash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those terms are defined in the Uniform Commercial Code from time to time in effect in the State of Illinois.

UNOFFICIAL COPY**LEGAL DESCRIPTION****PARCEL 1:**

LOTS 4 AND 5 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH ¼ OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 28, 1980 AS DOCUMENT 25406331, AS MODIFIED BY AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS RECORDED JULY 5, 2001 AS DOCUMENT 0010588003, FOR INGRESS, EGRESS, DRAINAGE AND ACCESS TO UTILITIES AS SPECIFIED THEREIN, ALL AS CONTAINED WITHIN WALDEN INTERNATIONAL SUBDIVISION.

PARCEL 3:

AN EASEMENT APPURTENANT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 13, 1983 AS DOCUMENT 26640290 FOR UNDERGROUND GENERAL UTILITY PURPOSES AND INGRESS AND EGRESS, AS SPECIFIED THEREIN, ALL AS CONTAINED WITHIN WALDEN INTERNATIONAL SUBDIVISION.

Commonly known as: 1920 North Thoreau Drive
 1930 North Thoreau Drive
 Schaumburg, Illinois

Permanent Index Number(s): 07-12-101-017-0000
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