



0628522058

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0628522058 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2006 12:27 PM Pg: 1 of 5

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 350947 BANK OF AMERI

UCC Direct Services 9371696
P.O. Box 29071
Glendale, CA 91209-9071
ILIL
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0020347174 03/27/02 CC IL Cook+
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 the 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 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
BANK OF AMERICA, N.A.
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
BANK OF AMERICA, N.A.
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
P.O. BOX 40329 FL9-100-01-06
CITY JACKSONVILLE STATE FL POSTAL CODE 30308 COUNTRY
7d. SEE INSTRUCTION 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.
ALL OF DEBTOR'S RIGHTS TITLE AND INTEREST IN AND TO THE TYPES OF COLLATERAL DESCRIBED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF. THE COLLATERAL IS LOCATED ON, OR USED IN CONNECTION WITH, THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. PH: 07-22-301-051

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
BANK OF AMERICA, N.A.
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
9371696 Debtor Name: Appleillinois 11, LLC 31-3935361/26/768 JEA CB SE 075-0109789

SC
M
5/27/06

UNOFFICIAL COPY

Apple ILLINOIS, LLC

**APPLEBEE'S
SCHAUMBURG, ILLINOIS**

EQUIPMENT PACKAGE	\$309,000
P O S EQUIPMENT	25,000
SMALLWARES PACKAGE	35,000
SMOKEATERS	4,500
TELEPHONE SYSTEM	3,000
SAFE	1,000
TIFFANY'S	9,000
BLINDS	3,500
FIRE EXTINGUISHERS	1,000
ALARM SYSTEM	3,600
WATER FILTER	4,300
CABLE/DATA	500
PAGING SYSTEM	4,000
AUDIO/VIDEO EQUIPMENT	13,000
SIGNAGE	32,225
LANDSCAPING	19,000
IRRIGATION SYSTEM	10,000
TOTAL	\$477,625

Properly of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "B"**

The types or items of property covered by this Financing Statement are as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Schaumburg, Cook County, Illinois, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter called the "Property");

TOGETHER WITH: (i) all buildings, structures and other improvements now or hereafter located on the Property or on any part or parcel of the Property (hereinafter called the "Improvements"); (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging to the Property or in anywise appertaining to the Property, and the reversion or reversions, remainder or remainders thereof; (iii) all leases, underlings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Property or any part or parcel of the Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Property or any part or parcel of the Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter collectively called the "Leases"); (iv) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Property or any part or parcel of the Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligor under any of the Leases, whether paid in a lump sum or installments (all of which are hereinafter collectively called the "Rents"); (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on the Property or under the Property or on or under any part or parcel of the Property; (vi) all estates, rights, title and interest in the Property, or in any part or parcel of the Property; (vii) all equipment, machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Property or on any part or parcel of the Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Property or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Property or on any part or parcel of the Property or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Property and placed on the Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Property or any part or parcel of the Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Mortgagor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Property or any part or parcel of the Property or any of the Improvements; and (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies. The Property and all of the foregoing are hereinafter sometimes collectively called the "Premises".

c:\BOAIC\Resturn\UCC.Fix

UNOFFICIAL COPYExhibit B to UCC Financing Statement

Accounts. Any and all accounts, accounts receivable, receivables, contract rights, book debts, checks, notes, drafts, instruments, chattel paper, acceptances, choses in action, any and all amounts due to Debtor from a factor or other forms of obligations and receivables now existing or hereafter arising out of the business of the Debtor, as well as any and all returned, refused and repossessed goods, and the cash or non-cash proceeds resulting therefrom;

Inventory. Any and all of Debtor's inventory at the location specified under "Fixtures" herein, including, without limitation any and all goods held for sale or lease or being processed for sale or lease in Debtor's business as now or hereafter conducted, whether now owned or hereinafter acquired, including all materials, goods and work in process, finished goods, and other tangibles property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, along with all documents (including documents of title) covering inventory, all cash and non-cash proceeds from the sale of inventory including proceeds from insurance;

Equipment. Any and all of Debtor's furnishings, fixtures and equipment, at the location specified under "Fixtures" herein, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment and special tools now or hereafter affixed to any part thereof or used in connection therewith, and all products, additions, substitutions, accessions, and all cash and non-cash proceeds, including proceeds from insurance thereof and thereto, including without limitation all pylon signs and other signage located at Debtor's place of business known as Applebee's Neighborhood Grill & Bar located at 18 South Roselle Road, Schaumburg, Cook County, Illinois 60193 (the "Property").

Fixtures. All of Debtor's fixtures now existing or hereafter acquired, together with all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection therewith. These goods are or will become fixtures on the Property, owned by AppleLAND II, LLC more particularly described on Exhibit A attached hereto and hereby made a part hereof.

Instruments and/or Investment Documents. Those instruments and documents, including, without limitation, negotiable instruments, promissory notes, and documents of title owned or to be owned by Debtor, certificates of deposit, and all liens, security agreements, leases and other contracts securing or otherwise relating to any of said instruments and documents, and all cash and non-cash proceeds and products thereof and such additional property receivable or distributed in respect of or in exchange for all or any of such instruments or documents.

General Intangibles. All patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending) and all documents, applications, materials and other matters related thereto, all inventions, and all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, computer programs, data bases, systems and software (including source and object codes), goodwill, choses in action and all other general intangibles of Debtor whether now owned or hereafter acquired and all cash and noncash proceeds thereof, including without limitation the intangible personal property, and all chattel paper, documents and instruments relating to such intangibles.

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF PROPERTY****SCHAUMBURG, IL**

LOT 6 IN TOWN SQUARE RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1996 AS DOCUMENT NUMBER 96847770, IN THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING EASEMENTS:

1. DECLARATION OF RESTRICTIONS RECORDED MAY 1, 1996 AS DOCUMENT NO. 96328988, COOK COUNTY, ILLINOIS RECORDS, AS AMENDED BY FIRST AMENDMENT TO DECLARATION RECORDED MAY 28, 1997 AS DOCUMENT NO. 97377291 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION RECORDED JULY 21, 1998 AS DOCUMENT NO. 98630985, AFORESAID RECORDS.
2. PERMANENT EASEMENT AGREEMENT (FOR SANITARY SEWER) RECORDED OCTOBER 9, 2001 AS DOCUMENT NO. 0010935562, AFORESAID RECORDS.
3. PERMANENT EASEMENT AGREEMENT (FOR SIGN) RECORDED OCTOBER 9, 2001 AS DOCUMENT NO. 0010935563, AFORESAID RECORDS.

property Address 18 South Roselle Road
Schaumburg, IL

Pin 07-22-301-051