

Doc#: 0710244072 Fee: \$38.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/12/2007 04:29 PM Pg: 1 of 8

### 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) AC1 For AC1

SUITE 232				
33 North Chicago	LaSalle Street II. 60602 III. 60602 III. 60602 III. 60602 III. 60602 III. 60602		OVE SPACE IS FOR FILING OFFICE U	SE ONI Y
	Pate:06/19/2002 B: P:		1b. This FINANCING STATEME to be filed [for record] (or recent REAL ESTATE RECORDS.	NT AMENDMENT is corded) in the
	ffectiveness of the incroing Statement identified above			
3. CONTINUATION: continued for the addi	Effectiveness of the Finan in Statement identified attitional period provided by app icable law.	above with respect to security interest(s) of the	e Secured Party authorizing this Continuation	Statement is
4. ASSIGNMENT (fuil	or partial): Give name of assigner in it im 7a or 7b a	ınd address of assignee in item 7c; and also give	e name of assignor in item 9.	
5. AMENDMENT (PART	Y INFORMATION): This Amendment affects	Debtor or Secured Party of record. Che	ck only <u>one</u> of these two boxes.	
	owing three boxes and provide appropriate in ormation	in items 6 and/or 7.		
CHANGE name and/or	address: Please refer to the detailed instructions the name/address of a party.	DELETE name: Give record name to be deleted in item 6a or 6b.	ADO name: Complete item 7a or also complete items 7e-7g (if app	r7b, and also item 7c; olicable).
6. CURRENT RECORD IN		0,		
6a. ORGANIZATION'S	NAME	7		
I YMAN RE	EALTY GROUP, L.L.C. A ILI	LINOIS LIMITED LIABI	LITY COMPANY	
66. INDIVIDUAL'S LAS	TNAME	FIRSTNAME	MIDDLE NAME	SUFFIX
		0,		
7. CHANGED (NEW) OR A	ADDED INFORMATION:	96		
7a. ORGANIZATION'S		12		
7b. INDIVIDUAL'S LAS	TNAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE 7e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	7f, JURISDICTION OF ORGANIZATION	ORGANIZATIONAL ID #, if at	ny NONE
	ATERAL CHANGE): check only <u>one</u> box. eleted or added, or give entire restated coll:	lateral description, or describe collateral	assigned.	

9a. ORGANIZATION'S NAME	or if this is a Termination authorized by a Debtor, check here and en		
R TCF NATIONAL BANI	K ILLINOIS		
OF INDIVIDUALICE ACT MANE	FIRST NAME	MIDDLE NAME	SUFFIX

0710244072 Page: 2 of 8

04/11/2007 14:25 FAX 630

**2**0002/0002 κυ**ε**85973

TO FIRST MORTGAGE MODIFICATION AGREEMENT DATED AS OF OCTOBER 15, 1998 BETWEEN LYMAN REALTY GROUP, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AS MORTGAGOR AND TCF NATIONAL BANK ILLINOIS AS MORTGAGEE

### LEGAL DESCRIPTION OF REAL ESTATE

LOTS 21,22,23 AND 24 IN BLOCK 4 IN THE SUBDIVISION OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3116-3174 WEST LOGAN BOULEVARD AND 2615-2619 NORTH TROY STREET, CHICAGO; JULINOIS 60647 18. Othorized College (18. Othorized College

PIN: 13-25-309-022

This document was prepared by and after recording return to:

Carolyn S. Peterson TCF National Bank Illinois 6353 West 55th Street Chicago, Illinois 60638 773/838-1300

e:/wpdocxl/orms/mortgage/magmodifagr 12/97

3

0710244072 Page: 3 of 8

### **UNOFFICIAL COPY**

#### EXHIBIT A

20614672

### DESCRIPTION OF COLLATERAL

DEBTOR:

WELLS KINZIE L.L.C.

SECURED PARTY: ALLSTATE LIFE INSURANCE COMPANY and ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

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 solight, 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 permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (b) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (c) all materials prepared for filing or filed with any governmental agency, and (d) the books and records of Debtor relating to construction or operation of the Property, but expressly excluding all rames 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 logot/per used in connection therewith (including, without limitation, Mart Parc, MartParc, and plant, Park);
- 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 (a) pursuant to the Mortgage in favor of Secured Party encumbering the Property, (b) pursuant to the Tenant Improvement Agreement, Pledge Agreement and Escrow Instructions between Debtor and Secured Party, (c) accounts receivable, instruments, documents, documents of title, general

0710244072 Page: 4 of 8

### **UNOFFICIAL COPY**

#### EXHIBIT A

20614672

### **DESCRIPTION OF COLLATERAL**

DEBTOR:

WELLS KINZIE L.L.C.

SECURED PARTY: ALLSTATE LIFE INSURANCE COMPANY and ALLSTATE LIFE INSURANCE COMPANY OF NEW YORK

A<sup>17</sup> 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 light, 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 permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (b) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (c) all materials prepared for filing or filed with any governmental agency, and (d) the books and records of Debtor relating to construction or operation of the Property, but expressly excluding all tames 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 logotype; used in connection therewith (including, without limitation, Mart Parc, MartParc, and Mart Park);
- 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 (a) pursuant to the Mortgage in favor of Secured Party encumbering the Property, (b) pursuant to the Tenant Improvement Agreement, Pledge Agreement and Escrow Instructions between Debtor and Secured Party, (c) accounts receivable, instruments, documents, documents of title, general

N:\CLIENTS\145-33\UCC Exhibit.wpd

0710244072 Page: 5 of 8

## **UNOFFICIAL COPY**

20614672

intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, 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;
- 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 forceof, now or hereafter existing or entered into and all rights and benefits now or hereafter accruirg 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 eash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Decuments, 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.

0710244072 Page: 6 of 8

## **UNOFFICIAL COPY**

20614672

intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, 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;
- 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, Decuments, 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.

0710244072 Page: 7 of 8

# **UNOFFICIAL COPY**

20614672

Legal Description

CF# 6331100 101 10 10 10 10 27010, 34

(West Parcel)

#### Parcel 1:

Lots I to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, East of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in the Assessor's Division of Block 9 in Newberry's Add'Con to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feat of Lot 6) and that part of the East-West 18.00 foot public alley lying North of Lots 1, 2 and 3 (except the East 20 feet of Lot 1) aken for widening LaSalle Street) and lying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening Lass de Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying West of a line described as follows: beginning on the South line of said Lot 8, a distance of 175.12 feet East of the Southwest corner of Lot 5; thence North, perpendicular to said South line, 121.80 feet; thence West, perfendicular to the last described course, 1:46 feet; thence North, perpendicular to the last described course, 9.70 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; "force East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 2.0% is it; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 2.00 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 16.42 feet; thence East, perpendicular to the last described course, 1.46 feet; thence North, perpendicular to ac ust described course, 8.53 feet to a point on the North line of said Lot 8, a distance of 174.57 feet East of the Northwest corner of said Lot 1, in Cook County, Illinois.

#### Parcel 2:

Ensements for the henefit of Parcel 1 as created by Declaration of Reciprocal Ensements and Parking and Development Rights, dated November 30, 2001 and recorded March 22, 2002 as document number 20331215, over, upon and across the land described as follows:

Lots 1 to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, 2, 2, 3 of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in de Assessor's Division of Block 9 in Newberry's Addition to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feet of Lot 6) and that part of the East-West 18.00 foot public alley lying North of Lots 1, 2 and 3 (except the East 20 feet of Lot 1 taken for widening LaSalle Street) and lying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening LaSalle Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Townso's 39 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying East of and adjoining Parcel 1, in Cook County, Illinois.

PIN#: 17-09-259-001; 17-09-259-002; 17-09-259-003; 17-09-259-004; 17-09-259-005; 17-09-259-006; 17-09-259-007; 17-09-259-008; 17-09-259-009; 17-09-259-010; 17-09-259-011; 17-09-259-012; 17-02-259-017; and 17-09-259-018

ADDRESS: 401 North Wells, Chicago, Illinois

0710244072 Page: 8 of 8

# UNOFFICIALICOPY

20614672

Legal Description

CF# 033/10 701 11 26 15 Child 22 16

(West Parcel)

#### Parcel 1:

Lots 1 to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, East of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in the Assessor's Division of Block 9 in Newberry's Add' on to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feet of Lot 6) and that part of the East-West 18.00 foot public alley lying North of Lots 1, 2 and 3 (except the East 20 feet of Lot 1) aken for widening LaSalle Street) and fying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening Law ile Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying West of a line described as follows: beginning on the South line of said Lot 8, a distance of 175.12 feet East of the Southwest corner of Lot 5; thence North, perpendicular to said South line, 121.80 feet; thence West, perferdicular to the last described course, 1.46 feet; thence North, perpendicular to the last described course, 9.70 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; the car East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 2.0% ket; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course, 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last describe 1 course, 2.00 feet; thence West, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the last described course 20.00 feet; thence East, perpendicular to the last described course, 1.00 foot; thence North, perpendicular to the Lat described course, 16.42 feet; thence East, perpendicular to the last described course, 1.46 feet; thence North, perpendicular to 'ae ist described course, 8.53 feet to a point on the North line of said Lot 8, a distance of 174,57 feet East of the Northwest corner of said Lot 1, in Cook County, Illinois.

#### Parcel 2:

Easements for the benefit of Parcel 1 as created by Declaration of Reciprocal Easements and Parking and Development Rights, dated November 30, 2001 and recorded March 22, 2002 as document number 20331215, over, upon and across the land described as follows:

Lots 1 to 8, inclusive, together with the Private Court South of and adjoining said Lot 2, 60 st of and adjoining said Lots 3 and 4, North of and adjoining said Lots 6 and 7 and West of and adjoining said Lot 8 in a c Assessor's Division of Block 9 in Newberry's Addition to Chicago, together with Lots 1 (except that part taken for LaSalle Street) and Lots 2, 3, 4, 5 and 6 (except the East 20 feet of Lot 6) and that part of the East-West 18.00 foot public alley lying Nor's a Lots 1, 2 and 3 (except the East 20 feet of Lot 1 taken for widening LaSalle Street) and lying south of Lots 4, 5 and 6 (except the East 20 feet of Lot 6 taken for widening LaSalle Street) in Block 4 in Wolcott's Addition to Chicago in Section 9, Townson, 30 North, Range 14, East of the Third Principal Meridian, all taken as a tract, lying East of and adjoining Parcel 1, in Cook County, Illinois.

PIN#: 17-09-259-001; 17-09-259-002; 17-09-259-003; 17-09-259-004; 17-09-259-005; 17-09-259-006; 17-09-259-007; 17-09-259-008; 17-09-259-009; 17-09-259-010;

17-09-259-011; 17-09-259-012; 17-02-259-017; and 17-09-259-018

ADDRESS: 401 North Wells, Chicago, Illinois