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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0710960053 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/19/2007 03:52 PM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address) PS2 For PS2
Corporation Service Company
SUITE 2320
33 North LaSalle Street
Chicago, IL 60602
33110 Wells Kinzie, L.L.C.
858004-1

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0020614673 Date:05/31/2002 B: P:
1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded) in the
REAL ESTATE RECORDS [X]

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. [X] 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
WELLS KINZIE, L.L.C.
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
AMERICAN HERITAGE LIFE INSURANCE COMPANY
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA cf#33110

IL-Cook County

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'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 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 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 logotypes 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

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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;
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.

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CF# 033110

Legal Description

401 N. Wells

Chgo, IL

(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 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, 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, perpendicular 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; 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, 26.00 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 the last 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, 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 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, Township 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