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0716309047

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0716309047 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/12/2007 10:27 AM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER [optional]
216-813-5905 Angie Hardy
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
KeyBank National Association
OH-01-51-0544
4910 Tiedeman Rd
Brooklyn, OH 44144



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0525714302 COOK IL File Date: 09/14/05
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. [X]

2. [X] 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
PREFERRED-CALUMET 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
141 W. JACKSON 35TH FLOOR
CITY CHICAGO STATE IL POSTAL CODE 60604 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 [] 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 AMMENDMENT (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
Key Bank National Association
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
990054720 AH COOK IL \$36.50 NY

M-Y
S-Y
PG 4
NM

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EXHIBIT A

PARCEL 1:

Lots 1, 2, 3, 4 and 5 in Block 3 in Butterfield's Subdivision of Lots 1, 2, 3 and 6 of Kreuger's Subdivision of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

That part of the North and South 15 foot wide public alley as heretofore dedicated in Block 3 in Butterfield's Subdivision aforesaid, lying North of the Westerly prolongation of the South line of Lot 4 in said Block 3 as vacated by plat of Vacation recorded December 15, 1994 as Document 04047724.

PARCEL 2:

Lots 1, 2, 3, 4 and 5, including the private alley lying South of and adjacent to said lots, in the Resubdivision of Lots 40 to 44 in Block 3 in Butterfield's Subdivision of Lots 1, 2, 3 and 6 in Krueger's Subdivision of the Northeast $\frac{1}{4}$ of Section 30, Township 37 North, Range 14 East, of the Third Principal Meridian, in Cook County, Illinois, as per plat recorded June 27, 1893, as Document No. 1892784.

COMMON ADDRESS:

119th and Paulina
Calumet Park, Illinois

PIN NUMBERS:

25-30-203-001-0000
25-30-203-002-0000
25-30-203-003-0000
25-30-203-004-0000
25-30-203-005-0000
25-30-203-016-0000
25-30-203-017-0000
25-30-203-018-0000
25-30-203-019-0000
25-30-203-020-0000

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All estate, right, title and interest, claim or demand of Debtor, now owned or hereafter acquired, in and to the following:

(a) All buildings, structures and improvements now located or later to be constructed on the real estate described in Exhibit A attached to the Financing Statement to which this Exhibit B is attached (the "Premises") (the "Improvements"); together with

(b) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(c) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(d) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage, and any manufacturer's warranties with respect thereto; together with

(f) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(g) All of Debtor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserves set forth in the Budget, and any other bank accounts of Debtor; together with

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(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Debtor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Secured Party), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it or to the Premises and Improvements generally, and any builder's or manufacturer's warranties with respect thereto; together with

(i) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) Any Interest Rate Agreement together with

(k) All purchase and sale agreements for the Premises and any Improvements thereon, or any portion thereof; together with

(l) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(m) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Capitalized terms used in this Exhibit B without definitions shall have the meanings given them in that certain Construction Loan Agreement between Debtor and Secured Party, dated September 6, 2005.