Doc#: 0815515058 Fee: \$44.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 06/03/2008 11:37 AM Pg: 1 of 5

# UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 16613 JP MORGAN CHAS

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

	P.O. Box 29			M				
	Glendale, C	A 91209-9071	entre 1					
					THE ABOV	/E SPACE I	S FOR FILING OFFICE U	SE ONLY
1a. INITIAL FINANCING STATEMENT FILE # 0501422180 01/14/05 CC IL Cook+				-	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.			
2.	X TERMINATION:	Effectiveness of the	e Tinancing Statement identified at	ove is terminated with respect to	security interest(s) of	the Secured	Party authorizing this Te	rmination Statement.
3.	CONTINUATION continued for the ad	<ul> <li>Effectiveness of the Iditional period provide</li> </ul>	e Financing Statement identified at ad by a pplir able law.	ove with respect to the security in	iterest(s) of the Secure	ed Party aut	thorizing this Continuation	n Statement is
4.	ASSIGNMENT (f	iull or partial): Give	name of assi ,nev in item 7a o	r 7b and address of assigne	e in 7c; and also gi	ive name o	of assignor in item 9.	
5.	•	•	111101111111111111111111111111111111111	- <u>-</u> -	f record. Check only o	one of these	two boxes.	
	CHANGE name and	d/or address: Give curr	oxes <u>and</u> provide apprupriar e ent record name in item ( a or 6b; a ad/or new address (if address chang	Iso give new DELETE	7. name: Give record nar sted in item 6a or 6b.		ADD name: Complete iter item 7c; also complete ite	
6.	CURRENT RECORD	INFORMATION:						
	6a. ORGANIZATION'S	NAME		4				
OR	6b. INDIVIDUAL'S LAS	T NAME		FIRS' NAME		MIDDLE N	IAME	SUFFIX
	WEINER			LAURE!VCE		H.		
7.	CHANGED (NEW) OF	R ADDED INFORM	ATION:	90				
	7a. ORGANIZATION'S	NAME						
OR	7b. INDIVIDUAL'S LAST	TNAME		FIRST NAME	C	MIDDLE N	IAME	SUFFIX
7c.	. MAILING ADDRESS			спу	0	STATE	POSTAL CODE	COUNTRY
7d.	SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORG	ANIZATION	7g. ORGA	NIZATIONAL ID #, if any	NONE
	` —	deleted or adde	E): check only <u>one</u> box. d, or give entire restated col	lateral description, or describe	collateral assigne	ed.		

	IAME OF SECURED PARTY OF RECORD AUTHOR adds collateral or adds the authorizing Debtor, or if this is a							
	9a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.							
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX				

10. OPTIONAL FILER REFERENCE DATA

14312137 Debtor Name: WEINER, LAURENCE H. NORTH STAR TRUST, AS TRUSTEE 0000016613

### EXHIBIT A TO UCC FINANCING STATEMENT

#### Collateral Description

Attached to and being a part of UCC Financing Statement from LAURENCE H. WEINER, Debtor, to JPMORGAN CHASE BANK, N.A., a national banking association, Secured Party.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Loan Agreement between Salt Creek LLC, Sun Annex LLC, North Star Trust Company, of Trustee under the provisions of that certain Trust Agreement dated December 30, 2004 and known as Trust Number 04-7869, and Gerald Lee Nudo, Laurence H. Weiner, Elliot M. Weiner and Aine B. Voshel, as Borrowers and Secured Party, as Lender (the "Loan Agreement").

All estate, right, title, interest, claim and demand whatsoever which Debtor now has or hereafter acquires, either in law or in equity, in possession or expectancy, of, in and to:

- (1) The real property described in <u>Exhibit B</u> attached hereto and made a part hereof (the "<u>Land</u>");
- (2) All buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"):
- (3) All materials, supplies, appliances, equipment (as such term is defined in the UCC, as hereinafter defined), apparatus and other items of personal property now owned or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures");
- All goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, now or hereafter affix id to placed upon, used in connection with, arising from or otherwise related to the Land and Landovements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property (as hereinafter defined), including, without limitation, furniture, it in shings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use,

## J. P. MORGAN CHARE 63:812 325-1075 A \_ M 9 2 2308 10/37

occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "Personalty");

- (5) All reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property;
- (6) All plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans");
- (7) All leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "Leases").
- (8) All of the rents, reverses, income, proceeds, profits, security and other types of deposits, lease cancellation payments and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property (the "Rents");
- (9) All other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance enjoyment, acquisition or ownership of the Mortgaged Property (the "Property Agreements"):
- (10) All rights, privileges, tenements, hereditaments, righter of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (11) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof;
- (12) All insurance policies (regardless of whether required by Secured 2.47), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;
- (13) All mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Mortgaged Property;
- (14) The rights of Debtor under any Rate Management Transaction (as defined in the Loan Agreement); and
- (15) Any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

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As used in this Financing Statement, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein, wherever located.

The term "UCC" shall mean The Uniform Commercial Code as enacted and in effect in the state where the Land is located (and as it may from time to time be amended); provided that, to the extent that the UCC is used to define any term herein or in any other Loan Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, however, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any security interest herein granted is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the state where the Land is located, the irin "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisduction solely for the purposes of the provisions thereof relating to such of Coot County Clark's Office attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

### EXHIBIT B TO UCC FINANCING STATEMENT

#### Legal Description

THAT PART OF LOTS 1 AND 2, LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINDIG AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 25 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY LINE OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT NO. 89357915, IN COOK COUNTY, ILLINOIS.

Property Name:

Street Address:

Enterprise C.
2205-2255 Enterp.
Westchester, Illinois 6/1.

All 1(-30-20) - 00 4