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DLLOW INSTRUCTIONS (front and back) CAI  NAME & PHONE OF CONTACT AT FILER [c	optional] 312.627	.2144	Doc#: 0823833136 Fee: \$46.00		
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  DYKEMA GOSSETT PLLC  10 S. WACKER DR.  SUITE 2300  CHICAGO, IL 60606			Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/25/2008 01:43 PM Pg: 1 of 6		
		IL, Coo <u>k</u> +	INE ADUVE SPA	ACE IS FOR FILING OFFICE USE	E ONLY
a. INITIAL FINANCING STATEMENT FILE * 0010869826		9/	19/2001	1b. This FINANCING STATEMENT to be filed [for record] (or record REAL ESTATE RECORDS.	T AMENDMENT is rded) in the
TERMINATION: Effectiveness of the Firuncian	ng Statement identified above is	terminated with respec	t to security interest(s) of the S	Secured Party authorizing this Terminat	tion Statement.
. CONTINUATION: Effectiveness of the Final continued for the additional period provided by		ve with respect to secur	rity interest(s) of the Secured	Party authorizing this Continuation St	tatement is
. ASSIGNMENT (full or partial): Give name of	assig. ee i, it in 7a or 7b and a	address of assignee in it	em 7c; and also give name of	assignor in item 9.	
. AMENDMENT (PARTY INFORMATION): TI	his Amendment affoce Det	otor or Secured P	arty of record. Check only on	ne of these two boxes.	
Also check one of the following three boxes and pro				<b>—</b> ADD ———— O—————————————————————————————	<b>7</b> 1
Also check one of the following three boxes and pro CHANGE name and/or address: Give current re name (if name change) in item 7a or 7b and/or re	ecord name in item 6a 7 6b also	give new DEL	ETE name: Give record name e deleted in item 6a or 6b.	e ADD name: Complete item 7a item 7c; also complete items	a or 7b, and also 7d-7g (if applicab
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Box 400-CTCC

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 LASALLE BANK NATION 9b. INDIVIDUAL'S LAST NAME	ONAL ASSOCIATI	ON MIDDLE NAME	SUFFIX			
. • •	18035 - #092922-0327 54993 DEBTOR NAME: 1001 V	v. EXCHANGE, LLC	111-1111				

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#### **UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0010869826

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

OR 12b. INDIVIDUAL'S LAST NAME | FIRST NAME

MIDDLE NAME SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Description: SEE EY 11) IT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID: 20-05-200-101-0000

Debtor Information:

NAME: 1001 W. EXCHANGE, LLC

COOK COUNTY CLORATS OFFICE ADDRESS: 1001 W. EXCHANGE AVENUE, CHICAGO, IL 60609

TAX ID:

ORG. TYPE: LLC

ORG. JURISDICTION: IL ORG. ID: 00595551

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### SCHEDULE TO FINANCING STATEMENT

**DEBTOR'S NAME:** 

1001 W. Exchange, LLC

1001 W. Exchange Avenue

Chicago, IL 60609

SECURED PARTY'S NAME:

LaSalle Bank National Association

135 South LaSalle Street Chicago, Illinois 60603

The Debtor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to the Lender, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

- (a) The real estate located in the County of Cook, State of Illinois and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate");
- (b) All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located so, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, bet coments, renewals, substitutions and replacements to any of the foregoing and all of the right, little and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the "Improvements");
- (c) All easements, rights of way, gores of real estate, tree is, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and eppurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;
- (d) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and

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operations conducted by the Debtor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Debtor, so long as no event of default has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

- (e) All interest of the Debtor in all leases now or hereafter on the Premises, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Debtor to collect the rentals under any such Lease;
- All fixtures and articles of personal property now or hereafter owned by the Deotor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escilotors, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, val coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Ingrevements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by the mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in the Lender, as a Secured Party, and the Mortgagor, as Debtor, all in accordance with the Code;
- (g) All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter actuated and related to the Premises, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;
- (h) All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon,

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including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all ve ranties, guarantees, permits and licenses in favor of the Debtor with respect to the Premases; and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

Capitalized words and phrases used herein and not otherwise defined herein shall have the respective meanings assigned to such term in Article 9 of the Uniform Commercial Code in the State of Illinois.

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#### **EXHIBIT "A"**

#### Legal Description of the Real Estate

LOT 2, (EXCEPT THE SOUTH 196.33 FEET THEREOF) IN DONOVAN INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10 IN STOCK YARDS SUBDIVISION OF THE EAST ½ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1001 W. EXCHANGE AVENUE, CHICAGO, ILLINOIS 60609 BOOOD

COOK COUNTY CLOTH'S OFFICE

PIN: 20-05-200-168-0000