

# UNOFFICIAL COPY



Doc#: 0911144055 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/21/2009 02:49 PM Pg: 1 of 5

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

**AFTER FILING RETURN TO:**  
**CT CORPORATION**  
 4400 Easton Commons Way  
 Suite 125  
 COLUMBUS, OH 43219

Filed with Cook County, IL Recorder

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **Initial #0634718075**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the  REAL ESTATE RECORDS.

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. 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-7i if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
**SunTrust Bank**

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
**Wells Fargo Bank, N.A., as Trustee for Morgan Stanley Capital I, Inc., Commercial Mortgage Pass-Through Certificates Series 2006-IQ12**

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1015 10th Avenue SE Minneapolis MN 55414 USA**

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION **Corporation** 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.

THE TYPES OF ITEMS OF PROPERTY COVERED BY THIS FINANCING STATEMENT ARE DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF. CERTAIN OF THE ITEMS OF PROPERTY DESCRIBED HEREIN ARE OR ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

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  
**SunTrust Bank**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
**Debtor: MGP AUBURN GRESHAM II, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**

Handwritten initials/signature

**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY****LOAN POLICY (1992)**

EXHIBIT "A"

**SCHEDULE A (CONTINUED)**

POLICY NO. 1401 SA3668388 F1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

THE NORTH 18 FEET OF LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, AND LOT 24 IN BLOCK 6 IN AUBURN PARK, BEING A SUBDIVISION OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

ALL OF LOT 17, LOT 18 (EXCEPT THE NORTH 18 FEET THEREOF) IN BLOCK 6 IN AUBURN PARK, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOT 8 AND THE SOUTH 1 FOOT OF LOT 9, IN BLOCK 6 IN EGGLESTON'S SUBDIVISION OF THAT PART LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 24, 25, AND 26 IN BLOCK 116 IN CORNELL, BEING A SUBDIVISION OF SECTION 26 AND SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1872 AS DOCUMENT 13647 IN BOOK 2 PAGES 2 TO 5, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

LOTS 83, 84, 85, 86 AND 87 IN SHOGREN AND COMPANY'S AVALON PLACEMENTS SUBDIVISION BEING A RESUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN CORNELL IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 158, PAGE 34 AS DOCUMENT NUMBER 6751064 IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

LOTS 38 AND 39 IN FOWLER'S SUBDIVISION OF BLOCK 4 IN THE CIRCUIT COURT COMMISSIONERS PARTITION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 7:

(SEE ATTACHED)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

LFDLACB

JH4

11/10/06

11:15:18

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## CHICAGO TITLE INSURANCE COMPANY LOAN POLICY (1992) SCHEDULE A (CONTINUED)

POLICY NO.: 1401 SA3668368 FI

THE WEST 8.09 FEET OF LOT 23 AND ALL OF LOTS 24, 25, 26, 27 AND 28 IN BLOCK 16 IN CAMPBELL'S EAST CHICAGO LAWN SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL B

LOTS 19 THROUGH 22, BOTH INCLUSIVE, AND LOT 23 (EXCEPT THE WEST 8.09 FEET) IN BLOCK 16 IN CAMPBELL'S EAST CHICAGO LAWN SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Pm: 20-35-109-047-0000  
 20-35-107-015-0000  
 20-28-201-012-0000  
 19-24-127-027-0000  
 19-24-127-028-0000  
 20-28-313-030-0000  
 20-28-313-031-0000  
 20-28-313-032-0000  
 21-31-200-029-0000

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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Debtor: MGP AUBURN GRESHAM II, LLC, an Illinois limited liability company

Secured Party: SUNTRUST BANK

**EXHIBIT "B"**

to

**UCC Financing Statement**

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "Property")

1. **Land.** The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage/Deed of Trust and Security Agreement executed in connection herewith (the "Security Instrument");
2. **Improvements.** The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
3. **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and right of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
4. **Fixtures and Personal Property.** All machinery, equipment, goods, inventory, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present

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Debtor: MGP AUBURN GRESHAM II, LLC, an Illinois limited liability company

or future operation and occupancy of the Land and the Improvements, and the right, title and interest of Debtor in and to any of the Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

**Leases and Rents.** All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease"; collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. **Condemnation Awards.** All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. **Insurance Proceeds.** All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. **Tax Certiorari.** All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. **Conversion.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. **Rights.** The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

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11. Agreements. All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. Accounts. All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant Article 16 of the Security Instrument), documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, claims, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities hereon; and

14. Other Rights. Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.