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Doc#: 0914919015 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/29/2009 10:36 AM Pg: 1 of 4

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Angel Smithers 215-728-8705

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Firsttrust Bank
1931 Cottman Ave
Philadelphia, PA 19111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

99495329 5223/0213 90 001

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-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

E & H Properties, Inc.

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 ADDL 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

Firsttrust Savings Bank

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

10. OPTIONAL FILER REFERENCE DATA

510093

E
MAYO
BY
PHY
H/H

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EXHIBIT A

Each mortgage loan pledged to Secured Party pursuant to the terms of that certain Revolving Credit Loan Agreement (the "Agreement") (each a "Collateral Mortgage Loan"), including, without limitation, all Mortgage Documents (as defined below) and other documents executed by the mortgagors in respect of each Collateral Mortgage Loan, and all other documents which the Debtor has title to or an interest in which are related to any Collateral Mortgage Loan, together with all payments and prepayments of principal, interest, penalties and other sums due or to become due on each Collateral Mortgage Loan, insurance policies and the proceeds thereof of any kind and condemnation proceeds in connection with each Collateral Mortgage Loan; (ii) all loan and other files, surveys, appraisals, documents, correspondence, books, accounting and other records, information and data relating to the Collateral Mortgage Loans and all computers, terminals, hard and soft disks, computer tapes, data banks and other information processing and hard copy output of such facilities; (iii) the proceeds of all the foregoing; and (iv) any other property and proceeds thereof that may from time to time hereafter be delivered by Debtor to Secured Party or to its agent, or custodian pursuant to the Agreement. The term "Mortgage Documents" shall mean, in respect of any mortgage loan:

- (a) the duly executed promissory note made by the borrower under such mortgage loan, properly endorsed by the Debtor (each a "Mortgage Note");
- (b) the original, recorded mortgage securing such Mortgage Note;
- (c) a policy of mortgage title insurance, insuring the lien of the mortgage as a first and second lien, or deed of trust as a first lien;
- (d) an assignment of the assignment of rents and leases, security agreements and financing statements;
- (e) an insured closing letter issued by the title company underwriter insuring against loss from the acts of its title agent; and
- (f) such other documents pertaining to such Mortgage Loan as Secured Party may reasonably require from time to time.

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LEGAL DESCRIPTION CONTINUED

bears South 44 degrees 52 minutes 55 seconds West and whose tangents are the aforesaid West line of Crawford Avenue and the North line of 95th Street per Basement Document Number 10858729, being a line 50.00 feet North of and parallel with the South line of the Southeast 1/4 of said Section; thence Southwesterly 118.12 feet along the aforesaid arc to the point of tangency with the aforesaid North line of 95th Street; thence West, along said North line, 256.69 feet to the West line of the East 382.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence North 0 degrees 14 minutes 10 seconds West, along said West line, 400.00 feet to the North line of the South 450.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence West, along said North line, 312.00 feet to the West line of the East 694.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence South 0 degrees 14 minutes 10 seconds East, along said West line, 400.00 feet to the aforesaid North line of 95th Street; thence West along said North line, 300.00 feet to the West line of the East 994.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence North 0 degrees 14 minutes 10 seconds West, along said West line, 400.00 feet to the North line of the South 450.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence West along said North line, 92.075 feet to the East line of the West 241.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence North 0 degrees 12 minutes 27 seconds West, along said East line, 220.00 feet; thence North 44 degrees 37 minutes 06 seconds East, 70.926 feet to the East line of the West 291.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence North 0 degrees 12 minutes 27 seconds West, along said East line, 150.00 feet to the South line of the aforesaid North 468.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section; thence North 89 degrees 52 minutes 39 seconds East, along said South line, 985.859 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

Together with reciprocal easements for ingress and egress as disclosed by and depicted on Exhibit "C" to the Memorandum of Ground Lease recorded in the Recorder's Office as Document Number 24311758.

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LEGAL DESCRIPTION:

Leasehold Estate, created by that certain Ground Lease, herein referred to as the Lease, by and between Heritage/Standard Bank, formerly known as The Standard Bank and Trust Company of Evergreen Park, as Trustee under Trust Agreement dated July 13, 1953 and known as Trust Number 1227, Lessor, and First National Bank and Trust Company of Evanston, as Trustee under Trust Number R-2043, Lessee, dated May 27, 1977 and recorded Memorandum thereof dated as of May 27, 1977 recorded February 3, 1978 as Document Number 24311758, demising and leasing the following described Premises shown below for a primary term commencing May 27, 1977 and terminating upon such date as the primary term of Lessee's Sublease to K-Mart Corporation terminates (said Sublease recorded June 30, 1977 as Document Number 23994475), which primary term shall be a minimum of 25 years from the date of commencement of such Sublease, subject to such term commencing, terminating or expiring on such other date(s) as provided in the Lease;

and,
Assignment Of Lease With Assumption by and between First National Bank and Trust Company of Evanston, as Trustee under Trust Number R-2043, Assignor, and E. & H. Properties, Inc., a Pennsylvania corporation, Assignee, dated October 15, 1981 recorded November 2, 1981 as Document Number 26045545; and Assignment Of Ground Lease by E. & H. Properties, Inc., a Pennsylvania corporation, Assignor, to Philadelphia Pension Group, a Pennsylvania Limited Partnership, dated October 20, 1981 recorded December 4, 1981 as Document Number 26077407; and Assignment Of Ground Lease by Philadelphia Pension Group, a Pennsylvania Limited Partnership, Assignor, to Oak Lawn Associates, a New York Limited Partnership, dated October 20, 1981 recorded December 4, 1981 as Document Number 26077411; assigning said Lease shown above.

PREMISES:

That part of the Southeast 1/4 of the Southeast 1/4 of Section 3, Township 37 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:
Beginning at the point of intersection of the South line of the North 468.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 3 with the West line of Crawford Avenue per Document Number 19207514 being a line 50.00 feet West of and parallel with the East line of the Southeast 1/4 of said Section; thence South 00 degrees 14 minutes 10 seconds East along said West line of Crawford Avenue, 747.288 feet to the point of tangency with the arc of a circle of 75.00 feet radius, convex Southeasterly, whose chord

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