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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1032734095 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/23/2010 02:03 PM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 54248964 - 339400 - 11/22/2010 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703-4261 Filed In: Illinois Cook

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0602704043 1/27/2000	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>
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2. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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.
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4. <input type="checkbox"/> 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 <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).
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6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME GARDEN SIX JOINT VENTURE
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 ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> 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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.
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9a. ORGANIZATION'S NAME Oak Brook Bank
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA 186/JMB - 103360

54248964

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0602704043 Page: 2 of 4

EXHIBIT A

This Financing Statement covers, and the Debtor does hereby pledge, assign, transfer and deliver to the Secured Creditor and does hereby grant to the Secured Creditor a continuing and unconditional security interest in and to:

- (a) all personal property of Debtor, as described in Section 1 of the Real Estate Mortgage, Assignment and Security Agreement dated January 4, 2006 made and delivered by Debtor to Secured Party encumbering the real property (the "Property") legally described on Exhibit B attached hereto, including without limitation, the Tangible Property, the Rents and the Contract Rights.
- (b) all other apparatus, machinery, devices, fixtures, communication devices, systems and equipment, fittings, appurtenances, equipment, appliances, furniture, furnishings, appointments, accessories, landscaping, plants and all other items of personal property now or hereafter acquired by Borrower, or in which Borrower may now or hereafter have any interest whatsoever, and used in the operation of the Property. All fixtures and equipment now or hereafter installed for use in the operation of the buildings, structures and improvements now or hereafter on the Property, including but not limited to, all lighting, heating, cooking, air-cooling, lifting, fire extinguishing, cleaning, entertaining, communicating and electrical and power systems, and the machinery, appliances, ovens, stoves, refrigerators, dishwashers, disposals, carpeting, doors and windows, shades, floor coverings, cabinets, partitions, conduits, ducts and compressors, and all elevators and escalators and the machinery and appliances, fixtures and equipment pertaining thereto, other than any such items that are owned by residents at the Property;
- (c) any and all judgments, awards, revenues, receivables, income and accounts now owned or hereafter acquired and arising from or out of the Property and the businesses and operations conducted thereon, including, without limitation, condemnation awards and proceeds, payments or settlements under insurance policies covering the Property;
- (d) any and all goods, tangible and intangible, personal property of any kind, nature or description (including without limitation, any and all accounts, contract rights, franchises, licenses, permits, documents, instruments and general intangibles) of Borrower, whether now owned or hereafter acquired, or in which Borrower now has or shall hereafter acquire by any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise), and any and all replacements and substitutions thereof or therefore, arising from or out of the Property;
- (e) all right, title and interest of Borrower in and to any construction contracts, subcontracts, architectural agreements, engineering contracts, service contracts, maintenance contracts, construction and other governmental consents, permits and

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0602704043 Page: 3 of 4

licenses, surveys, plans, specifications, warranties, and guaranties, and all amendments, modifications, supplements, general conditions and addenda thereto, which Borrower has, may have or may subsequently directly or indirectly enter into, obtain or acquire in connection with the improvements, ownership, operation or maintenance of the Property;

- (f) all right, title and interest of Borrower in and to any and all rents and leases in any way affecting the Property, including any right, title and interest of Borrower, if any, in and to any security deposits made under such leases, whether held by a broker, escrowee, agent or Borrower, and in any escrows established for the closing of the transactions contemplated by such leases and all amendments and supplements thereto, which Borrower has, may have, or may subsequently directly or indirectly enter into;
- (g) rights of Borrower under any and all declarations recorded with respect to any portion of the Property;
- (h) All other property of the Borrower, of any kind or description, tangible or intangible, now or hereafter pledged, assigned, transferred or delivered to or left in or coming into the possession, control or custody of, or in transit to, the Bank or any agent or bailee for the Bank, by or for the account of the Borrower, including, without limitation, cash, negotiable instruments, documents of title, chattel paper, securities, certificates of deposit, deposit or other accounts, interest or dividends thereon, other cash equivalents and all other property of whatever description of the Borrower, whether held in a general or special account or for safekeeping or otherwise, whether now existing or hereafter acquired, and wherever now or hereafter located, and now or hereafter in transit to, or in the possession or control of or assigned to the Bank, and the products and proceeds therefrom.
- (i) any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing including any insurance proceeds thereon.

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0602704043 Page: 4 of 4

EXHIBIT B

Legal Description

LOT 1 IN GARDEN 6 SUBDIVISION BEING A RESUBDIVISION OF LOTS 13 AND 14 (EXCEPT THE NORTH 210 FEET THEREOF) IN WILLIAM LUMPP'S DEVON AVE FARMS, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 08-33-301-040-0000

Commonly known as: vacant land northwest corner of Ridge and Devon Avenues, Elk Grove Village, Illinois.