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Doc#: 1034834051 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/14/2010 11:20 AM Pg: 1 of 4

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
KRIS DRAKE 330-872-0918 EXT. 3320

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
**MOUNTAINEER INVESTMENTS, L.L.C.
 100 North Center Street
 Newton Falls, OH 44444**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **0613722034, FILED 05/17/2006 WITH THE COOK COUNTY RECORDER, IL**

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

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 NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE EXHIBIT A FOR COLLATERAL DESCRIPTION AND EXHIBIT B FOR LEGAL DESCRIPTION.

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
MOUNTAINEER INVESTMENTS, L.L.C.

OR

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

10. OPTIONAL FILER REFERENCE DATA
DEBTOR: 720-726 RANDOLPH ASSOCIATES LLC OUR FILE NO. 0X090001

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S P S M S E INT

UNOFFICIAL COPY**EXHIBIT A TO UCC FINANCING STATEMENT
DESCRIPTION OF COLLATERAL**

DEBTOR: 720-726 RANDOLPH ASSOCIATES LLC, an Illinois limited liability company

SECURED PARTY: MOUNTAINEER INVESTMENTS, L.L.C.

To the extent of its interest therein, Debtor hereby grants a security interest in favor of Secured Party in all equipment, fixtures, insurance, payments, accounts, contract rights, awards in condemnation, rents, leases and general intangibles related to that certain real property legally described on Exhibit B attached hereto and by this reference made a part hereof (the "Real Estate"), together with the property described below:

- (a) any lands occupied by streets, alleys, or public places adjoining said Property or in such streets, alleys or public places adjoining said Property or in such streets, alleys or public places;
- (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining;
- (c) all right, title and interest of Debtor under any Declaration of Condominium Ownership recorded against the Mortgaged Property, as the same may be amended from time to time, including without limitation, Debtor's right, title and interest in all common elements and limited common elements;
- (d) all buildings, improvements, personal property, fixtures, fittings and furnishings, owned by Debtor and now or hereafter attached to, located at, or placed in the improvements on the Real Estate including, without limitation all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection; all maintenance supplies and repair equipment; all draperies, carpeting, floor coverings, screen, storm windows and window coverings, blinds, awnings, shrubbery and plants; all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use; all building materials and supplies now or hereafter delivered to the Real Estate (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Debtor in any such items hereafter acquired, as well as the Debtor's interest in any lease, or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Real Estate;
- (e) all rents, income, contract rights, leases and profits now due or which may hereafter become due under or by virtue of any lease, license or agreement, whether written or verbal, for the use or occupancy of the Real Estate or any part thereof together with all tenant security deposits;
- (f) all awards, payments, proceeds now or hereafter obtainable by Debtor under any policy of insurance insuring the Real Estate including but not limited to the proceeds of

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- casualty insurance, title insurance, business interruption/rents insurance or other insurance maintained with respect to the Real Estate whether by Debtor or otherwise;
- (g) all awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Real Estate, including any awards for damages sustained to the Real Estate, for a temporary taking, change of grade of streets or taking of access;
 - (h) all contracts, licenses, permits, management records, files, consents, governmental approvals and intangibles used, useful or required in the ownership and management of the Real Estate together with all soil reports, building permits, variances, licenses, utility permits and other permits and agreements relating to the construction or equipping of the improvements on the Real Estate, or the operation or maintenance of the Real Estate, including, without limitation, all warranties and contract rights;
 - (i) each contract or agreement for the design, construction and equipping of the improvements located or to be located on the Real Estate, together with all rights, title and interest of Debtor in and to any existing or future changes, extensions, revisions, modifications, guarantees or performance, or warranties of any kind thereunder;
 - (j) all plans and specifications, all surveys, site plans, working drawings and papers, relating to the Real Estate and the construction and equipping of the improvements on the Real Estate, including without limitation, all architectural and site plans prepared;
 - (k) all building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Real Estate;
 - (l) all rights and interests of Debtor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Real Estate or the buildings and improvements thereon;
 - (m) all right and interest in and to the use of the name and logo "City View Tower at Randolph" and "City View Tower at Randolph Condominium Association";
 - (n) all contracts for the sale of condominium units at the Real Estate between the Debtor, as seller, and third parties, as purchasers, for the purchase of individual condominium units at the Real Estate together with proceeds payable thereunder including each purchase agreement now or hereafter entered into, all deposits paid under any purchase agreement and the purchase price payable on each unit purchase;
 - (o) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the Property; and
 - (p) all proceeds of the foregoing.

All of the land, estate and property hereinabove described real, personal or mixed, whether affixed or annexed or not shall be for the purposes of this Financing Statement deemed to be conveyed and mortgaged hereby. As to the above personal property which the Illinois Uniform Commercial Code (the "Code") classified as fixtures, this instrument shall constitute a fixture filing and security agreement under the Code.

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EXHIBIT B TO UCC FINANCING STATEMENT LEGAL DESCRIPTION

LOTS 22, 23, 24, 25 AND THE WEST 1.16 FEET OF LOT 26 IN BLOCK 65 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax Identification Numbers: 17-09-319-006; 17-09-319-007; 17-09-319-008; 17-09-319-018

Property Address: 720-726 West Randolph Street
Chicago, Illinois

Property of Cook County Clerk's Office