

# UNOFFICIAL COPY



1109844093

Doc#: 1109844093 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/08/2011 02:54 PM Pg: 1 of 5

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|   |
|---|
| A. NAME & PHONE OF CONTACT AT FILER [optional]<br>CSC 1-800-858-5294  |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><br>57285170 - 315570<br><br>PREPARED BY:<br>CORPORATION SERVICE COMPANY<br>801 ADLAI STEVENSON DRIVE<br>SPRINGFIELD, IL 62703-4261<br><br>Filed In: Illinois Cook |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0935031079 12/16/2009

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 YSIXXXXVI, LLC

|                               |            |             |        |
|-------------------------------|------------|-------------|--------|
| 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 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 FIRST NATIONAL BANK OF LAGRANGE

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

10. OPTIONAL FILER REFERENCE DATA DEBTOR: YSIXXXXVI, LLC 57285170

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## EXHIBIT A TO UCC FINANCING STATEMENT (Filed with Cook County, Illinois) Collateral Description

**DEBTOR:** YSI XXXXVI, LLC

**SECURED PARTY:** FIRST NATIONAL BANK OF LAGRANGE

Note: All capitalized terms used herein shall have those meanings ascribed to them in that certain **MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** ("Mortgage") between Secured Party, as Mortgagee, and Debtor, as Mortgagor.

Collateral Description:

All of Mortgagor's estate, right, title and interest in, to and under the Real Estate described in **Exhibit A** attached hereto and made a part hereof, situate, lying and being in the City of Des Plaines, County of Cook and the State of Illinois which, with the property hereinafter described, is hereinafter collectively referred to as the "**Premises**":

**TOGETHER** with all right, title and interest which Mortgagor may now have or hereafter acquire in, to, under or as holder of, all property of any kind or nature whatsoever, including without limitation, the items of property which are described in **clauses (a) through (i) below:**

(a) any and all buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction, alteration and repair of any such buildings and improvements, now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon delivery thereof to the Real Estate;

(b) all tenements, easements, fixtures and appurtenances thereto pertaining or belonging whether now held or hereafter acquired, including, without limitation, all easements, licenses, privileges and appurtenances created pursuant to any declaration of covenants, conditions, restrictions or easements now existing or hereafter created;

(c) all storage agreements, leases, lettings, agreements for use and occupancy, concessions and licenses of or with respect to any or all of the improvements on the Real Estate (collectively, the "**Leases**"), and all gross receipts, rents, issues and profits thereof accruing and to accrue from the Premises and the avails thereof (collectively, the "**Rents**") for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily);

(d) all land lying in the bed of any street, road, avenue, alley, sidewalk or walkway opened or proposed, vacated or adjoining the Real Estate;

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(e) all other property, fixtures, apparatus, machinery, equipment, goods, systems and articles of any kind or nature whatsoever now or hereafter in or on the Premises and used or useful in connection with any portion of the Premises, including, without limitation, those used to produce and/or supply electricity, steam, heat, gas, air cooling, air conditioning, ventilation, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled); and all maintenance and cleaning materials, equipment and supplies; and all conduits, ducts, generators, compressors, pumps, tanks, motors; and all inventory, raw materials, scrap materials, component parts, work-in-process and finished and unfinished goods; and all bathroom fixtures, kitchen and restaurant equipment, shades, awnings, venetian blinds, screens, doors, windows, appliances, curtain fixtures, partitions, floor coverings and all building materials; and all security, life-safety, telephone, computer, communication, and audio-visual systems, equipment and supplies; and all other fixtures, apparatus, equipment, machinery, furniture, furnishings, supplies, goods and articles and all other items of tangible personal property of whatever kind now or hereafter owned by Mortgagor (excluding the personal property owned by Tenants);

(f) all right, title and interest of Mortgagor in and to any and all contracts and contract rights, together with all the reversions and remainders and all insurance proceeds, deposits, refunds, rebates, rents, tolls, issues and profits related thereto and any other expectancy under or from any such contract or contract right, including, without limitation, all the estate, right, title, interest and claims whatsoever, at law or in equity, which Mortgagor may now or hereafter acquire with respect to any portion of the Premises;

(g) All "accounts" (as defined in the Uniform Commercial Code as in effect in Illinois from time to time – the "UCC") and other receivables and rights to payment, including, without limitation, all right, title and interest of Mortgagor to receivables from and payment for goods or for services rendered, whether or not earned by performance, and whether or not evidenced by an instrument or chattel paper,

(h) all right, title and interest of Mortgagor in and to all advertising materials, guaranties, warranties, plans and specifications, building permits, other permits, licenses, soil tests, environmental reports, market and feasibility studies, appraisals and any other documents, materials or personal property of any kind now or hereafter existing in connection with the use of the Premises and in and to all contracts relating to the construction, design, operation and maintenance of the Premises or other contracts, documents or drawings concerning or affecting the Premises; and

(i) all right, title and interest of Mortgagor in and to any general intangibles not otherwise specified herein, including, without limitation, all names, trade names, goodwill, authorizations, variances, land use entitlements, appurtenances, permits, licenses, approvals, clearances and consents; it being understood that the enumeration of any specific articles of property in clauses (a) through (i) above shall in no way result in or be held to exclude any items of property not specifically mentioned or any such items

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hereafter acquired (the items in **clauses (e), (f), (g), (h) and (i)** above being sometimes collectively called the "**Personal Property**"); and

**TOGETHER** with all estates, interests, rights, titles, claims or demands which Mortgagor now has or may hereinafter acquire in the Premises, including, but not limited to, any and all awards or payments, including interest thereon, and the right to receive the same, which may be made to or for the account of Mortgagor with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Real Estate, (d) any other injury to or decrease in the value of the Premises, or (e) any refund due on account of the payment of real estate taxes, assessment or other charges levied against or imposed upon the Premises - Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be reasonably requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

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## EXHIBIT B TO UCC FINANCING STATEMENT (Filed with Cook County, Illinois) Legal Description

DEBTOR: YSI XXXXVI, LLC

SECURED PARTY: FIRST NATIONAL BANK OF LAGRANGE

THAT PART OF THE EAST 832.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 250.00 FEET (AS MEASURED ALONG THE EAST LINE OF SAID NORTHEAST 1/4) NORTH OF AND PARALLEL WITH A LINE 82.5 FEET NORTH OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, EXCEPTING FROM ABOVE DESCRIBED PARCEL THE EAST 33.00 FEET THEREOF, EXCEPTING ALSO THE SOUTH 82.5 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) THEREOF, AND EXCEPTING ALSO THAT PART LYING SOUTHWESTERLY OF A LINE 82.5 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 345.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 AND RUNNING THENCE SOUTH 69 DEGREES, 59 MINUTES EAST, 989.95 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID POINT BEING 929.16 FEET EAST OF THE SOUTHWEST CORNER AFORESAID, ALSO EXCEPTING THAT PART FALLING IN MT PROSPECT ROAD IN COOK COUNTY, ILLINOIS.

THE ABOVE DESCRIBED PROPERTY IS ALSO ALTERNATIVELY DESCRIBED AS FOLLOWS

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MOUNT PROSPECT ROAD AND A LINE 82.50 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 38 MINUTES 58 SECONDS WEST 341.22'; THENCE SOUTH 20 DEGREES 01 MINUTE 00 SECONDS WEST 30.00'; THENCE NORTH 69 DEGREES 59 MINUTES 07 SECONDS WEST 400.00'; THENCE NORTH 20 DEGREES 01 MINUTE 00 SECONDS EAST 30.00'; THENCE NORTH 69 DEGREES 59 MINUTES 00 SECONDS WEST 88.84'; THENCE NORTH 00 DEGREES 14 MINUTES 32 SECONDS WEST 88.00'; THENCE NORTH 74 DEGREES 38 MINUTES 58 SECONDS EAST 782.00' TO THE SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS EAST 250.00' TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common address: 1950 South Mt. Prospect Road, Des Plaines, Illinois

PIN: 08-25-203-018-0000