



Doc#: 1203715020 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2012 09:54 AM Pg: 1 of 7

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 16911 US BANK OSHKOS

CT Lien Solutions 31622745
P.O. Box 29071 ILIL
Glendale, CA 91209-9071 FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0824933034 09/05/03 CC IL Cook+

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 the 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 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: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 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 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
4400 PARK PLACE, 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 INSTRUCTION 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.

S Y
P 7
S N
M ✓
SC Y
E 7
INT 2/6

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
US BANK NATIONAL ASSOCIATION

OR

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

10. OPTIONAL FILER REFERENCE DATA
31622745 Debtor Name: 4400 Park Place, LLC 1200 Saint James LLC 3000007337

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

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12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

US BANK NATIONAL ASSOCIATION

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: See attached Exhibit A. Parcel ID: 19-03-400-049-0000

Property of Cook County Clerk's Office

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EXHIBIT A UCC-1 FINANCING STATEMENT ADDENDUM

DEBTOR/DEBTOR: 4400 PARK PLACE, LLC

SECURED PARTY/LENDER: U.S. BANK NATIONAL ASSOCIATION
209 South LaSalle Street, Suite 210
Chicago, Illinois 60604

COLLATERAL: The property described as follows:

A. All those certain tracts, pieces or parcels of land legally described below and all surface and subsurface soils, minerals and water located thereon and thereunder (the "Land"), and

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements"), and all furnishings, furniture, fixtures, machinery, inventory, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, keys or other entry systems, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, air conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, now or hereafter owned by Borrower, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with all warehouse receipts or other documents of title relating to any of the foregoing and the benefit of any deposits or payments now or hereafter made by Borrower in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

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4400 PARK PLACE. LLC

D. Each and every lease or sublease, license and agreements and other document or instrument, including, without limitation, those described in Granting Clause C above, granting to any person or entity any right to use or occupy, and any other agreement with respect to the use or occupancy of, all or any portion of the Land or the Improvements, whether heretofore, now or hereafter entered into (the "Leases"); and

E. The rents, deposits, issues, profits, proceeds, revenues, awards and other benefits of the Project from time to time accruing (including, without limitation, all payments under the Leases, licenses and documents described in Granting Clause D above, proceeds of insurance, condemnation awards and payments in lieu thereof, tenant security deposits and escrow funds, now existing or hereafter arising or created out of sale, lease, sublease, license, or other grant of the right of the possession, use or occupancy of all or any portion of the Mortgaged Property, or personalty located thereon, or rendering of services by Borrower or any operator or manager of the Project, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same) (collectively, the "Rents"); and

F. All proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the foregoing Rents now or hereafter existing, all of which shall constitute proceeds of collateral pursuant to Section 9-102(a)(64) of the Uniform Commercial Code, as adopted in Illinois; and

G. All inventory, accounts, cash, cash receipts, deposit accounts, accounts receivable, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, proceeds of the sale of promissory notes, any other rights to the payment of money; and

H. All of the personal property and any and all other personal property, whether tangible or intangible, not otherwise described herein and now or at any time hereafter owned by the Borrower and now or at any time hereafter located in or on or otherwise utilized in any one or more of the ownership, use, enjoyment, construction, occupancy, management, maintenance, repair and operation of the Land, the Improvements or the equipment located thereon, including, without limitation, books of account, files and all trade names, trademarks, service marks, copyrights, patents and other intellectual property and any and all funds of Borrower from time to time in Lender's possession, all of which shall constitute proceeds of collateral pursuant to Section 9-102(a)(64) of the Uniform Commercial Code, as adopted in Illinois (the "Personalty"); and

I. All of the contracts and agreements and any and all other contracts or agreements, whether written or oral, to which Borrower is or hereafter becomes a party, to the extent assignment is permitted therein, including, without limitation, any interest rate swap, cap, collar or other interest rate hedging product relating to the Loan entered into between Borrower and Lender (or its Affiliate), contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any

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4400 PARK PLACE, LLC

manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Land, the Improvements, the equipment located thereon or the Personalty or otherwise related to all or any part of the real and personal property described elsewhere herein, and all rights, powers, privileges, benefits and remedies of Borrower thereunder; and

J. To the extent assignment thereof is legally permissible, all franchises, permits, licenses, entitlements and rights therein respecting the ownership, use, enjoyment, occupation, management, maintenance, repair and operation of any of the foregoing; and

K. Any and all rights, titles, interests, estates and other claims, at law or in equity, that Borrower now has or may hereafter acquire in or to any proceeds from the sale, assignment, conveyance, hypothecation, grant, pledge or other transfer of any or all of the foregoing real or personal property; and

L. Any and all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally registered credits (such as emissions reduction credits) and payments of any kind due from or payable by any governmental authority or any insurance or utility company relating to any or all of the Mortgaged Property; and

M. All refunds, rebates, reimbursements and payments of any kind due from or payable by any governmental authority for any taxes, assessments or governmental or quasi-governmental charges or levies imposed upon Borrower with respect to the Mortgaged Property or upon any or all of the Mortgaged Property; and

N. All monies relating to the Mortgaged Property held in any cash collateral or operating account maintained with Lender or any Affiliate of Lender now or at any time hereafter, all monies held in any capital expenditure escrows or other operational escrows or reserve funds and any other escrows, reserves or letters of credit benefiting or relating to the Mortgaged Property; and

O. All right, title and interest of Borrower arising from the operation of the Mortgaged Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper including, without limiting the generality of the foregoing, all accounts, accounts receivable, contract rights, book debts, and notes arising from the operation of a commercial or industrial facility.

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The Land:

LEGAL DESCRIPTION

That part of Lot "B" in the Circuit Court Partition of the South half (1/2) and that part of the Northwest quarter (1/4), lying South of the Illinois and Michigan Canal Reserve Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, according to the Plat of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois on April 29, 1897 as Document Number 2530329, in Book 67 of Plats, Page 44, bounded and described as follows:

Beginning at the intersection of the North line of West 45th Street and a line 24.93 feet East of and parallel to the North and South center line of said Section 3, said parallel line being the Westerly boundary line of the premises conveyed by The First National Bank of Chicago to the then Trustees of the Central Manufacturing District by Deed dated September 15, 1950 and recorded October 16, 1950 as Document Number 14927392; thence West along said North line of West 45th Street a distance of 920.46 feet, more or less, to its intersection with the westerly boundary line, at this point, of the parcel of land conveyed by the Chicago River and Indiana Railroad Company to The First National Bank of Chicago by Deed dated March 6, 1951 and recorded March 8, 1951 as Document Number 15026337; thence Northerly along last described line a distance of 572.27 feet to a point said point being 893.28 feet, more or less, West of said North and South center line of Section 3; thence Southeasterly along a straight line to its Point of Intersection with a line parallel to and 740.65 feet South of the East and West center line of said Section 3, said Point of Intersection being 886.66 feet West of said North and South center line of Section 3; thence Southeasterly along a curved line, convex to the Southwest and having a radius of 328.12 feet to a point which is 741.24 feet West of said North and South center line, and 881.77 feet South of the East and West center line of said Section 3; thence continuing Southeasterly along a curved line, convex to the Southwest and having a radius of 921.31 feet to a point which is 667.45 feet West of said North and South center line and 913.79 feet South of the East and West center line of said Section 3; thence continuing Southeasterly along a curved line convex to the Southwest and having a radius of 328.12 feet to a point in a line parallel to and 935.32 feet South of the said East and West center line of Section 3, said point being 550.69 feet West of said North and South center line of Section 3; thence East along last described parallel line a distance of 301.41 feet, more or less, to a point 249.28 feet West of the North and South center line of said Section 3; thence Southeasterly along a straight line to its point of intersection with a line parallel to and 970.57 feet South of said East and West center line of Section 3, said Point of Intersection being 3.25 feet East of said North and South center line of Section 3; thence East along last described parallel line to its intersection with a line parallel to and 24.93 feet East of said North and South center line of Section 3; thence South along last described parallel line to the Point of Beginning the last 3 last mentioned courses being the Southwesterly and Westerly boundary lines of the premises conveyed by The First National Bank of Chicago to the then Trustees of the Central Manufacturing District by aforementioned Deed dated September 15, 1950 (Document

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4400 PARK PLACE, LLC

14927392).

The foregoing description is based upon the following definitions:

The East and West center line of said Section 3 is defined as a straight line drawn from a point on the East line of said Section 3, measured 2597.19 feet South from the Northeast corner of said Section 3, and measured 2669.84 feet North from the Southeast corner of said Section 3 to a point on the West line of said Section 3, measured 2598.77 feet South from the Northwest corner of said Section 3, and measured 2661.19 feet North from the Southwest corner of said Section 3.

The North and South center line of said Section 3 is defined as a straight line drawn from a point on the North line of said Section 3, measured 2648.14 feet West from the Northeast corner of said Section 3, and measured 2642.84 feet East from the Northwest corner of said Section 3, to a point on the South line of said Section 3, measured 2669.37 feet West from the Southeast corner of said Section 3, and measured 2668.04 feet East from the Southwest corner of said Section 3.

West 45th Street is defined as a strip of land lying in Lot "B" of the Subdivision recorded April 29, 1897, in Book 67 of Plans, Page 44, as Document 2530529, which is 66 feet in width, extending Westerly from the West line of South Kolin Avenue, extended Northerly to the Westerly boundary line (where the same extends from across the 66 foot strip) of a parcel of land conveyed by The Chicago River and Indiana Railroad Company to The First National Bank of Chicago by Deed dated March 6, 1951 and recorded March 8, 1951 as Document Number 15026337. The South line of said strip is a straight line parallel to and 1366.32 feet South of the East and West center line of Section 3. The North line of said strip is a straight line parallel to and 66 feet North of the South line of said strip.

PIN #: 19-03-400-049-0000

Common Address: 4400 West 45th Street, Chicago, Illinois