

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)  
Streeterville Development Associates,  
II, LLC  
c/o Draper and Kramer, Inc.  
33 W. Monroe Street  
Chicago, Illinois 60603

Secured Party(ies) and address(es)  
Morgan Guaranty Trust Company of  
New York, as Trustee  
(SEE Attached Schedule A for complete  
name and address)

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1. This financing statement covers the following types (or items) of property:

SEE SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

ASSIGNEE OF SECURE



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Cook County Recorder 37.50

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on ~~the above timber is standing on . . .~~ ~~the above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on . . .~~ (Strike what is inapplicable) (Describe Real Estate)

SEE REAL ESTATE SET FORTH ON EXHIBIT A ATTACHED HERETO.  
and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

4.  Products of Collateral are also covered.

Additional sheets presented

SEE SCHEDULE T ATTACHED HERETO AND MADE A PART HEREOF.

Filed with Recorder's Office of \_\_\_\_\_ County, Illinois

By: \_\_\_\_\_  
Signature of (Debtor)

By: \_\_\_\_\_  
(Secured Party)\*

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

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## SCHEDULE A TO UCC- 1 FINANCING STATEMENT

**STREETERVILLE DEVELOPMENT ASSOCIATES II, LLC, as Debtor,**

**and**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER  
DECLARATION OF TRUST, DATED DECEMBER 15, 1997, FOR ITS COMMINGLED  
PENSION TRUST FUND (J.P. MORGAN SPECIAL SITUATION PROPERTY FUND),  
as Secured Party**

LTLC 98-10739 Comm  
MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER  
DECLARATION OF TRUST, DATED DECEMBER 15, 1997, FOR ITS COMMINGLED  
PENSION TRUST FUND (J.P. MORGAN SPECIAL SITUATION PROPERTY FUND)  
c/o Morgan Guaranty Trust Company of New York  
522 Fifth Avenue  
New York, New York 10036

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## SCHEDULE B TO UCC- 1 FINANCING STATEMENT

**STREETERVILLE DEVELOPMENT ASSOCIATES II, LLC, as Debtor,**

**and**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER  
DECLARATION OF TRUST, DATED DECEMBER 15, 1997, FOR ITS COMMINGLED  
PENSION TRUST FUND (J.P. MORGAN SPECIAL SITUATION PROPERTY FUND),  
as Secured Party**

All of Debtor's right, title and interest in and to the following property located upon or used in connection with the following:

1. all that certain lot, piece or parcel of land owned or hereafter acquired by Debtor located in Chicago, Illinois and known as 211 East Ohio Street as more particularly described in Exhibit A attached hereto, as the description of the same may be amended, modified or supplemented from time to time, and all and singular the reversions or remainders in and to said land and the tenements, hereditaments, transferable development rights, easements (in gross and/or appurtenant), agreements, rights-of way or use, rights (including alley, drainage and any other rights to produce or share in the production of anything from or attributable thereto), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any such right, title interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, development rights (including "air rights"), right or license in any way affecting said land and/or other land and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress with respect to said land, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same (all of the foregoing hereinafter collectively referred to as the "Land");

2. all buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building material, building equipment, supplies and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in or used in connection with any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively referred to as the "Improvements");

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3. to the extent that the same are not Improvements, all machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels and tangible personal property and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, if any, owned by Debtor or in which Debtor has or shall acquire an interest, wherever situated, and now or hereafter located on, attached to, contained in or used in connection with the properties referred to in items 1, 2, 5 or 6, or placed on any part thereof, though not attached thereto (all of the foregoing hereinafter collectively referred to as the "Equipment"), including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings and fixtures (the Land, the Improvements and the Equipment hereinafter collectively referred to as the "Premises"); all funds, accounts, deposits, instruments, documents, general intangibles, and notes or chattel paper arising from or by virtue of any transactions related to the Premises, all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Premises. Without limitation, Debtor hereby grants to Secured Party, a security interest in and to all of Debtor's present and future "equipment" and "general intangibles" as defined in the Uniform Commercial Code of the State of Illinois located in and relating to the Premises, and Secured Party shall have all of the rights and remedies of a "secured party" under said Uniform Commercial Code;

4. all the leases, subleases, lettings and licenses and all other contracts (including, without limitation, Unit Sales Contracts), bonds and agreements affecting the Premises and/or any other property or rights conveyed or encumbered, or any part thereof, now or hereafter entered into, and all amendments, modifications, supplements, additions, extensions and renewals thereof (all of the foregoing hereinafter collectively called the "Leases"), and all right, title and interest of Debtor thereunder, including cash and securities deposited thereunder (as down payments, security deposits, or otherwise); the right to receive and collect the rents, security deposits, income, proceeds, earnings, royalties, revenues, issues and profits payable thereunder and the rights to enforce, whether at law or in equity or by any other means, all provisions and options thereof or thereunder (all of the foregoing hereinafter collectively called the "Rents"), and all rights reserved to or granted to the developer and declarant under the Condominium Documents (including, without limitation, the Declaration) and pursuant to the Condominium Act;

5. any and all moneys, goods, accounts (including, without limitation, the Working Capital Account, as defined in the Mortgage (as hereinafter defined)), chattel paper, general intangibles, documents, instruments, contract rights and other real and personal property (including property exchanged therefor), of every kind and nature, which may from time to time be subjected to the lien of that certain Mortgage and Security Agreement and Assignment of Leases and Rents dated November 6, 1998 and made by Debtor to Secured Party (the "Mortgage"), or through a supplement thereto or otherwise, or by anyone on its behalf or with its consent, or which may come into the possession of or be subject to the control of Secured Party pursuant to the Mortgage, it being the intention and agreement of Debtor that all property hereafter acquired or constructed by Debtor with respect to the Premises shall be subject to the lien and security interest of the Mortgage and shall forthwith upon acquisition or construction thereof by Debtor and without any act or deed by Debtor be subject to the lien and security interest of the Mortgage as if such property were now owned by Debtor and were specifically described in the Mortgage and conveyed or encumbered thereby or pursuant hereto, and Secured Party is hereby authorized to receive any and all such property as and for additional security;

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6. all unearned premiums under insurance policies now or hereafter obtained by Debtor, all proceeds (including funds, accounts, deposits, instruments, general intangibles, notes or chattel paper) of the conversion, voluntary or involuntary, of any of the property described in these items into cash or other liquidated claims, including proceeds of hazard, title and other insurance and proceeds received pursuant to any sales or rental agreements of Debtor in respect of the property described in these items, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Premises and/or any other property or rights conveyed or encumbered for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade of streets;

7. all products and proceeds of the foregoing.

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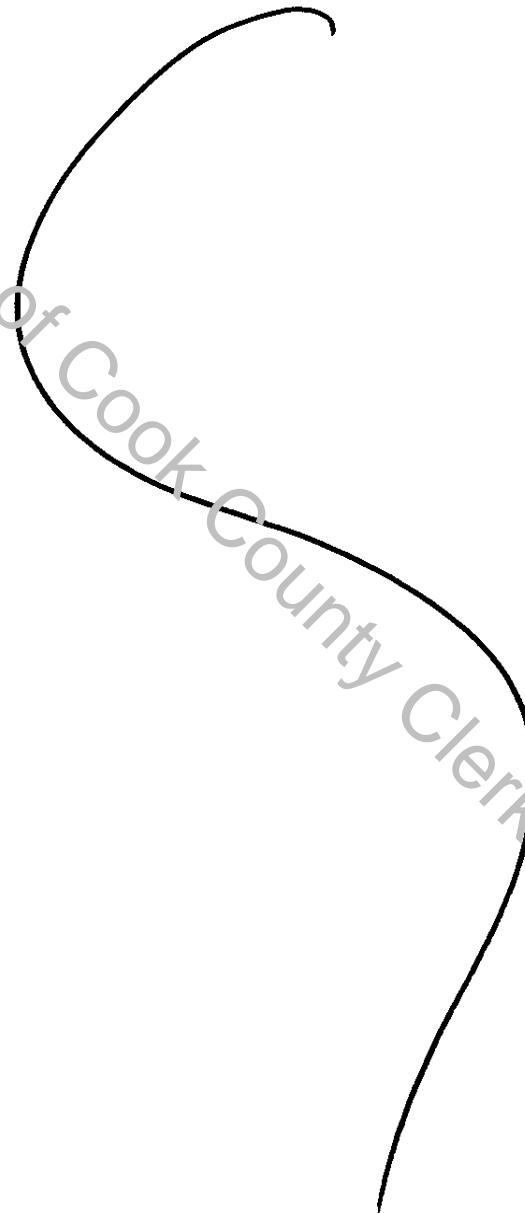
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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

The East 166-1/3 feet of the North 100 feet of the West 216-1/3 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

The East 216-1/3 feet of the North 100 feet of the West 432-2/3 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 3:

The East 216-1/3 feet of the West 432-2/3 feet of the South 109 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

The 9 feet next South of and adjoining the East 216-1/3 feet of the West 432-2/3 feet of the North 100 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 5:

Easement for the benefit of Parcel 1 and the West 100 feet of Parcel 2 aforesaid as created by Agreement between Anita McCormick Blaine and Cyrus H. McCormick with Underwriter's Laboratories, a corporation of Illinois, dated June 17, 1924 and recorded July 1, 1924 as Document Number 8491432, as amended by Declaration of Partial Termination dated July 1, 1982 and recorded July 2, 1982 as Document Number 2627982 for ingress and egress over the South 18 feet of the North 118 feet of the West 216-1/3 feet of Block 20, (except the North 9 feet of the South 18 feet of the North 118 feet of the East 166-1/3 feet of the West 216-1/3 feet of Block 20) in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 6:

Easement for the benefit of Parcels 1, 2 and 3 aforesaid as created by Agreement between Henry R. Levy Company, a corporation of Illinois, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 19, 1950 and known as Trust Number 8239, and Underwriter's Laboratories, Inc., a corporation of Delaware, dated May 6, 1959 and recorded May 19, 1959 as Document Number 17543160 for ingress and egress over the South 9 feet of the West 50 feet of the North 109 feet of Block 20, in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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**PARCEL 7:**

The North 9 feet (except the West 50 feet thereof) of the South 18 feet of the North 118 feet of the West 216-1/3 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

**PARCEL 8:**

Easement for the benefit of Parcels 1, 2, 3, 4, and 7 aforesaid as created by Easement Agreement between the City of Chicago and LaSalle National Bank, as Trustee under Trust Number 101563, dated December 16, 1981 and recorded February 22, 1982 as Document Number 26150981, to construct, maintain and use an 18 inch combination sewer under the North 9 feet of the South 109 feet of the West 216-1/3 feet of Block 20 in Kinzie's Addition to Chicago, being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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## SCHEDULE 1 TO UCC- 1 FINANCING STATEMENT

**STREETERVILLE DEVELOPMENT ASSOCIATES II, LLC, as Debtor,**

**and**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE UNDER  
DECLARATION OF TRUST, DATED DECEMBER 15, 1997, FOR ITS COMMINGLED  
PENSION TRUST FUND (J.P. MORGAN SPECIAL SITUATION PROPERTY FUND),  
as Secured Party**

**STREETERVILLE DEVELOPMENT  
ASSOCIATES II, LLC**

By: DK INVESTORS, LLC, an Illinois  
limited liability company **00950455**

Its: Manager

By: Draper and Kramer, Incorporated, an  
Illinois corporation

Its: Member

ATTEST:

\_\_\_\_\_

Name: Chris D. Basler

Title: president

By: EMS ASSOCIATES, L.L.C., an Illinois  
limited liability company

Its: Manager

ATTEST:

\_\_\_\_\_

By: Herbert P. Emmerman

Name: Herbert P. Emmerman

Title: Member

ATTEST:

\_\_\_\_\_

By: Cheryl A. Bancroft

Name: Cheryl A. Bancroft

Title: Member