This STATEMENT is presented to a fiting officer for filing pursuant to the Uniform Commercial Code.			For Filing Officer (Date, Time, Number, and Filing Office)
Randolph Partners, L.P., a Delaware limited partnership 308 West Randolph Street Chicago, IL 60606	LaSalle Bank National Association 135 South LaSalle Street Chicago, IL 60603	1743/00	0339728 80 90 001 Page 1 of 4 1=94=25 12=87=45 MY 1850 35 12=87=45
This financing statement covers the following types (or items) of property of the types or items of property described on Exhibit A attached hereto and made a part hereof, performent commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIb West Chicago Avenue, Oak Park, III indiassign of property commonly known as IIb West Chicago Avenue, Oak Park, III indiassign of property common as IIb West Chicago Avenue, Oak Park, III indiassign of property common as IIb West Chicago Avenue, Oak Park, III indiassign of property common as IIb West Chicago Avenue, Oak Park, III indiassign of property common as IIb West Chicago Av			
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) or accounts will be financed at the wellhead or minehead of the well or mine located on] (Strike what is inapplicable) (Describe Real Estate) 2001-04-25 12:07:45 Cook County Recorder 27.50			
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. Rando ph Partneys, L.P.			
Additional sheets presented. X Filed with Recorder's Office of	County, Illinois.	By: Mature o	(Debtor) (Secured Party)*
(1) FILING OFFICER COPY - ALPHA	ABETICAL	*Signature of Deb Signature of Seco	tor Required in Most Cases; ured Party in Cases Covered By UCC \$9-402 (2).
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-2—REV. 4-73			
This form of financing statement is approved by the Secretary of State.			

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UNOFFICIAL COPY OF 4

EXHIBIT A ATTACHED TO AND FORMING A PART OF A FINANCING STATEMENT BETWEEN RANDOLPH PARTNERS, L.P. AS DEBTOR AND LASALLE BANK NATIONAL ASSOCIATION, AS SECURED PARTY

The Collateral

- (i) Real Estate. All of the land described on Exhibit B attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying, or relating to the Land; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of he foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");
- (ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is never referred to collectively as the "Improvements");
- (iii) Personal Property. All furniture, furnishings, equipment (including without limitation, telephone and other communications equipment, window cleaning by lding cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or purported to be owned by Debtor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of Debtor under any lease of furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease, and all rights under and to all payments and deposits required by the provisions of Section 1.20 hereof (all of the foregoing is herein referred to collectively as the "Goods");
- (iv) Intangibles. All goodwill, trademark, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of

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Debtor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

- (v) <u>Rents</u>. All rents, issues, profits, royal-ties, avails, income and other benefits derived or owned by Debtor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");
- (vi) <u>Leases</u>. All rights of Debtor under all leases, licenses (to the extent assignable), occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person or entity agrees to pay money to Debtor or any consideration for the use, possession or occupancy of, or the conducting of any business on, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against Debtors under any thereof (all of the foregoing 13 herein referred to collectively as the "Leases");
- (vii) <u>Plans</u>. All rights of Debtor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");
- (viii) Contracts for Construction or Services. All rights of Debtor, if any, under any contracts executed by any of them with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate or the Improvements, including any architect's contract (all of the foregoin is herein referred to collectively as the "Contracts for Construction");
- (ix) Contracts for Sale or Financing. All rights of Debtor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Debtor has, with the prior written consent of the Mortgagee, obtained the agree nent of any Person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale");
- (x) <u>Membership Interests</u>. All of Debtor's present and future membership interest in and related rights to the limited liability company identified on Exhibit B hereto, including all rights to distributions, interest, dividends, loans, interest, proceeds, additions and increase therein or thereon; and
- (xi) Other Property. All other property or rights of Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, including all proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing into cash or liquidated claims. (All of the Real Estate and the Improvements, and any other property constituting a portion of the Collateral which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

UNOFFICIAL COPY 10339728

3. 1115 W. Chicago Avenue

EXHIBIT B

THE LAND

THAT PART OF LOTS 1 AND 2 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 51.83 FEET EAST OF THE NORTHWEST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF LOT 2, 51.46 FEET OF THE SOUTHWEST CORNER THEREOF SAID NORTH AND SOUTH LINES BEING A LINE RUNNING ALONG THE OUTER WEST WALL LINE AND SAID WEST LINE EXTENDED NORTH AND SOUTH OF A ONE STORY BRICK BUILDING (NUMBER 1115) NOW OCCUPYING SAID PREMISES IN THE SUBDIVISION OF LOTS 3 AND 12 IN BLOCK 5 IN TIMME'S SUBDIVISION OF BLOCKS 3, 4, 5 AND PART OF BLOCK 6 IN KETTLESTRING'S ADDITION TO HARLEM IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NOR IV, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1115 West Chicago Avenue, Oak Park, Illinois

P.I.N. No.: 16-07-101-019

Owner of Record: 1115, LLC, an Illinois imited liability company