This STATEMENT is presented to a filing officer for filing purs	want to the Whiteless Company Car	<u> </u>	(Date, Time, Number, and Filing Office)
Debtor(s) (Last Name First) and address(es)	Secured Partylies) and a LaSalle National Bank, 135 South LaSalle Str	as litustee"	
See Schedule "A"	Chicago, II. 60674	001	0927951
			53 88 001 Page 1 of 7 
. This financing statement covers the following types (or iter *for the registered holders of Chase (	ひっこうこうこうこう ストーザ こくし しょうしんご レビーター	rities Corp Cook Co	ASSIGNEE OF SECURED PARTY SU
*for the registered holders of Chase Commercial Mortgage Pass-Through Cerbonation.	tificates, Series 1996-2	, a National	0010927951
	n attached beneto.		0010927931
The real estate described on Exhibit to be filed in real estate records.)	A ALLEGEN SPECIO		
The collateral described on Exhibit E	3 attached hereto Con		
	C		
		TÓO	
		Co	
2. Products of Collateral are also covered.			
Additional sheets presented.	Cookety, IL	/ attack	ed signature page)
Piled with Office of Secretary of State of Illinois.	lincourdn.	Signature of (	Debtor) (Secured Party)*
Debtor is a transmitting utility as defined in UCC §9	9-105. TZofcoでと72. UCL-2_	Signature of Debtor Re Signature of Secured	
FILING OFFICER—ALPHABETICAL	This form of financing statem	•	

STANDARD FORM -UNIFORM COMMERCIAL CODE -. FORM UCC-1-REV. 1 - 75

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Property of County Clerk's Office

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#### SCHEDULE A

#### Debtor:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under that certain Trust No. 25038, dated May 1, 1972

### Address of Debtor:

33 North LaSalle Street Chicago, Illinois 60690

#### Debtor:

451 WRIGHTWOOD LIMITED PAI'TNERSHIP, an Illinois limited partnership Si County Clark's Office

#### Address of Debtor:

c/o Inland Real Estate Investment Corporation 2901 Butterfield Road Oak Brook, Illinois 60521

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#### LAND TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee and not individually under Trust No. 25038

This instrument is erecund by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conterred upon and vested in it as such Tinistes, it is expressly undustrical and agreed that all the warrantes, indemnities, representatives, comestants, undertakings and agreements herein made on the part of the Trustop are undertaking by discikly in its organity as Trustee and not personally. No personal fability or personal responsibility is assumed by or shall at any time be asserted or enforce all gainst the Trustee on account of any warranty, indexing, representation, coverant, undortaking or agreement of the Trustee in this instrument.

By: -Name: Title:

#### BENEFICIARY:

LIMITED WRIGHTWOOD limited PARTNERSHIP, an Illinois partnership

I Trush. Inland Real Estate Investment Corporation, Delaware corporation, its corporate General Partner

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#### EXHIBIT B

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

- (1) The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
- (2) All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the libn of the Security Instrument (as defined below);
- (3) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
- (4) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, prope ty, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- All machinery, equipment, fixtures (including, but not limited to, (5) all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or he eafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

- (6) All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness secured by the Security Instrument;
- (7) All awards or payments, including interest thereon, which may necessfore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (8) All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (9) All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (10) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims:
- (11) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (12) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and

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(13) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property.

(14) Any and all other rights of Debtor in the items described in (1) - (13) above.

This UCC-2 Financing Statement is filed in connection with a certain Mortgage and Security Agreement dated January 18, 1996 (the "Security Instrument") in the principal sum of \$4,050,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property To be a cook County Clerk's Office and intended to be duly recorded in Cook County, Illinois.

#### EXHIBIT A

(Legal Description)

ALL OF LOT 42 AND LOT 43 (EXCEPT THE EAST 17 FEET OF LOT 43 ONLY THEREOF) IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AS DOCUMENT NUMBER 54271 IN BOOK 171 AND PAGE 69, ALSO THAT PART OF THE EASTERLY 17 FEET OF LOT 43 IN ANDREW'S SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 OF OUTLOT 'A' OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EASTERLY 17 FREST OF SAID LOT 43, A DISTANCE OF 23 FEET; THENCE EASTERLY PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.68 FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 43; "MENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 43, A DISTANCE OF 1.63 FRET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DIN 7 14-38.318.058