



0020393824

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
JANET R. HEINTZ 630-218-8000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**THE INLAND REAL ESTATE GROUP, INC.
 2901 BUTTERFIELD ROAD
 OAK BROOK, IL 60523**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
ALL CYLINDERS, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
676 NORTH ORLEANS CHICAGO IL 60610

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
04-3625989 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
INLAND MORTGAGE CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2901 BUTTERFIELD ROAD OAK BROOK IL 60523

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE PERSONAL PROPERTY DESCRIBED ON EXHIBIT B WHICH IS LOCATED NOW OR IN THE FUTURE ON THE PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND COMMONLY KNOWN AS 7300 NORTH LINDER, SKOKIE, ILLINOIS

COOK COUNTY

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

BOX 333-CT1

795391702RF 4 of 4

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR ALL CYLINDERS, LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE EXHIBIT A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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Exhibit A

Legal Description

PARCEL 1:

THAT PART OF LOT 6 IN ROEHL HEIRS SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE PARALLEL TO AND 705.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047), AND SOUTH OF A LINE PARALLEL TO AND 580.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 IN SAID ROEHL HEIRS' SUBDIVISION (MEASURED ALONG THE WEST LINE OF SECTION 28 AFORESAID)

PARCEL 2:

THAT PART OF LOT 4 IN OWNERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 217047, DESCRIBED AS FOLLOWS:

(I) BOUNDED ON THE SOUTH BY A LINE PARALLEL TO AND 494.26 FEET NORTHERLY OF THE SOUTH LINE OF SAID LOT 4 (MEASURED ALONG A LINE PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF THE SOUTHWEST 1/4 OF SECTION 26 AFORESAID)

(II) BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 705.07 FEET EASTERLY OF THE WEST LINE OF SECTION 28 AFORESAID (MEASURED ALONG THE SOUTH LINE OF SAID LOT 4)

(III) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 6 IN ROEHL HEIRS SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28 AFORESAID

(IV) BOUNDED ON THE EAST BY THE EAST LINE OF SAID LOT 4

PARCEL 3:

THAT PORTION OF LOT 4 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE WHICH IS PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 28 AFORESAID (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 4) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047, (EXCEPT THAT PART OF PARCEL 3 WHICH FALLS WITHIN PARCEL 4 DESCRIBED BELOW) ALL IN COOK COUNTY, ILLINOIS.

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Legal Description (continued)

PARCEL 4:

THAT PART OF LOT 4, LYING SOUTH OF A LINE PARALLEL TO AND 280.36 FEET SOUTHERLY OF THE NORTH LINE OF SAID LOT 4, MEASURED ALONG THE WEST LINE OF SECTION 28

THAT PART OF LOT 5, LYING SOUTH OF A LINE PARALLEL TO AND 280.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 IN ROEHL HEIRS SUBDIVISION (MEASURED ALONG THE WEST LINE OF SECTION 28) AND LYING WEST OF A LINE PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4) IN OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047)

THAT PART OF LOT 6, LYING WEST OF A LINE PARALLEL TO AND 639.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28, (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4) IN OWNERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAINS THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 217047)

ALL IN ROEHL HEIRS SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7300 North Linder, Skokie, Illinois

P.I.N. No.: 10-28-308-024-0000, 10-28-308-027-0000
10-28-312-011-0000, 10-28-312-017-0000

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EXHIBIT B

The collateral consists of all right, title and interest of the Debtor in and to that certain lot, piece or parcel of land together with all buildings and improvements of every kind and description, heretofore or hereafter erected or placed thereon, situate, lying and being in the City of Skokie, County of Cook, and State of Illinois, as bounded and legally described in Exhibit A attached hereto and made a part hereof ("Premises") and commonly known as 7300 Linder, Skokie, Illinois, including, without limitation, the following:

(a) all and singular the tenements, hereditaments, privileges, easements, rights of way, strips and gores of land, licenses and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, revenues, income, receipts, issues and profits thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and every part and parcel thereof;

(b) all right, title and interest of the Debtor, if any, in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor; in and to the land lying in the bed of any street, road, alley or avenue, opened or proposed or hereafter vacated, in front of or adjoining the Premises to the center line thereof or used to provide a means of access to the Premises; in and to adjacent sidewalks, alleys, streets and vaults and all underground and overhead passageways; and any and all rights and interests of every name and nature now or hereafter owned by the Debtor forming a part of and/or used in connection with the Premises and/or the operation and convenience of the buildings and improvements located thereon; and in and to the air space and the rights of use thereof above the Premises; and in and to water and mineral rights;

(c) all machinery, apparatus, equipment, fittings, fixtures, building materials, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises (hereinafter called "Equipment") and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus and electronic monitoring equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, all window and structural cleaning rigs, computer and data processing systems, software and hardware, and all renewals, replacements or articles in substitution therefor of any of the Equipment and all of the right, title and interest of the Mortgagor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Security Agreement. It is understood and agreed that all Equipment is appropriated to the use of the Premises and, whether affixed or annexed or not, for the purpose of this Mortgage shall be deemed conclusively to be conveyed hereby. The Debtor agrees to execute and deliver from time to time, such further

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instruments as may be requested by the Secured Party to confirm the lien of this Financing Statement on any Equipment;

(d) all awards or payments, judgments, settlements and other compensation hereafter made including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of condemnation or eminent domain, or (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of the Premises or to any part thereof or any building or other improvement now or hereafter located thereon or easement or other appurtenance thereto to the extent of all amounts which may be secured by this Financing Statement at the date of receipt by the Secured Party of any such award or payment and of the counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment;

(e) all leasehold estates, right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Premises and improvements or any portion thereof located thereon, now or hereafter existing or entered into including without limitation all security deposits (whether cash or security deposits) and all deposits and escrows for real estate taxes;

(f) all goodwill, trade names, option rights, purchase contracts, books and records and general intangibles relating to the Premises, the improvements thereon or the Equipment and all accounts (as defined in the Illinois Uniform Commercial Code as presently or hereafter in effect), deposit accounts, letter of credit rights, contract rights, instruments, chattel paper (whether electronic or tangible) and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Premises or the improvements thereon or the Equipment, and all accounts and monies held in possession of Secured Party for the benefit of Debtor;

(g) all rents, issues and profits, royalties, avails, income, proceeds and all other benefits derived or owned by Debtor directly or indirectly from the Premises or improvements thereof, including property tax or other tax refunds and utility refunds, rebates and deposits for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with the Premises and not secondarily);

(h) all of any Debtor's right, title and interest in and to all construction contracts, subcontracts, architectural agreements, brokerage contracts, demolition contracts, engineering contracts, management contracts, service contracts, maintenance contracts, construction and other governmental consents, permits and licenses, surveys, plans, specifications, warranties and guarantees, and all amendments, modifications, supplements, and addenda thereto, which Debtor has, may have, or may subsequently directly or indirectly enter into, obtain or acquire in connection with the improvement, ownership, operation and maintenance of the Premises and the improvements to be constructed thereon. The Debtor agrees to execute and deliver, from time to time, such further

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instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any of the contracts, plans, specifications, warranties, guarantees and other items referred to herein;

(i) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereinafter acquire in the Premises;

It being understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. Products and proceeds of the foregoing collateral are also covered (including, without limitation, insurance, indemnity, warranty and guaranty proceeds).

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