

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

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

Debtor(s) (Last Name First) and address(es)
KRC Peterson Ave. 893, Inc.
c/o Kimco Realty Corporation
3333 New Hyde Park Road, Suite 1000
New Hyde Park, New York 11042

Secured Party(ies) and address(es)
GMAC Commercial Mortgage Corporation
650 Dresher Road
P.O. Box 1015
Horsham, Pennsylvania 19044-8015

00308582

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2000-05-02 17:29:27
Cook County Recorder 13 50

ASSIGNEE OF SECURED PARTY

00308582

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

The collateral described on Exhibit "B" attached hereto and incorporated herein, which is now or hereafter located in, on or about or used or intended to be used at or in connection with the real property described on Exhibit "A" attached hereto and incorporated herein. Debtor is the record owner of the property described on Exhibit "A".

2. Products of Collateral are also covered. 00-001171, ~~113~~

____ Additional sheets presented.
____ Filed with Office of Secretary of State of Illinois.
____ Debtor is a transmitting utility as defined in UCC 9-105.

KRC Peterson Ave. 893, Inc.
By: (FOR SIGNATURES, SEE ATTACHED RIDER)
Signature of (Debtor)
(Secured Party)*

*Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC 9-402 (2)

FILING OFFICER - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

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UCC-1 FINANCING STATEMENT SIGNATURE PAGE

00308582

KRC PETERSON AVE. 893, INC., an Illinois corporation

By: Edward Seneman
Name: Edward Seneman
Title: Vice President

Property of Cook County Clerk's Office

SCHEDULE A CONTINUED

LEGAL DESCRIPTION:

PARCEL 1:

The North 188.50 feet of Lots 5 and 6; Lots 7, 8, 9, 10 and 11, (except that portion of said Lots taken for the widening of Peterson Avenue); Lots 12 and 13; the South 30.0 feet of the West 49.2 feet of Lot 14, all in Barbara Evert's Addition to High Ridge, recorded as Document Number 3422491, and Except the following:

Exception One

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Evert's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at a point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 47.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6), thence North 90 degrees 00 minutes 00 seconds West, along said North line of Peterson Avenue, 280.96 feet, thence North 00 degrees 00 minutes 00 seconds East 232.50 feet to the point of beginning of Exception One; thence continuing North 00 degrees 00 minutes 00 seconds East 72.44 feet; thence North 90 degrees 00 minutes 00 seconds East 69.81 feet; thence South 00 degrees 00 minutes 00 seconds West 20.83 feet; thence North 90 degrees 00 minutes 30 seconds West 0.48 feet; thence South 00 degrees 00 minutes 00 seconds West 1.86 feet; thence North 90 degrees 00 minutes 00 seconds East 0.48 feet; thence South 00 degrees 00 minutes 00 seconds West 12.14 feet; thence South 45 degrees 30 minutes

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SCHEDULE A - PAGE 2

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POLICY NUMBER PRO FORMA

ALTA LOAN POLICY 10/17/92

14-06-116-077

14-06-116-078

2050 W. Peterson Ave
Chicago, IL

Prepared By:
Mindy Planer
Long Aldredge + Norman LLP
303 Peachtree St., Suite 5300
Atlanta, GA 30308

Mail to:
GMAC Commercial
Mortgage Co.
5730 Lenox Dr.
Suite 102
Atlanta, GA 30328
Attn: Robert P.
McDonald, Esq.

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SCHEDULE A LEGAL DESCRIPTION CONTINUED

00 seconds West 35.90 feet; thence North 90 degrees 00 minutes 00 seconds West 15.75 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 0.67 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 10.10 feet; thence South 00 degrees 00 minutes 00 seconds West 9.08 feet; thence North 90 degrees 00 minutes 00 seconds West 5.05 feet; thence North 45 degrees 00 minutes 00 seconds West 9.69 feet to the hereinabove designated point of beginning, and also Except

Exception Two

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Evert's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at the point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6); thence North 90 degrees 00 minutes 00 seconds West, along said North line of Peterson Avenue, 280.96 feet, thence North 00 degrees 00 minutes 00 seconds East 5.62 feet to the point of beginning of Exception Two; thence North 00 degrees 00 minutes 00 seconds East 162.93 feet; thence North 45 degrees 00 minutes 00 seconds East 10.10 feet; thence North 90 degrees 00 minutes 00 seconds West 0.67 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds East 1.17 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 0.77 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 18.50 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 6.42 feet; thence North 90 degrees 00 minutes 00 seconds West 1.05 feet; thence South

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MORTGAGE LOAN POLICY 10/17/92

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SCHEDULE A
LEGAL DESCRIPTION CONTINUED

00 degrees 00 minutes 00 seconds West 1.30 feet; thence North 90 degrees 00 minutes 00 seconds East 1.05 feet; thence South 00 degrees 00 minutes 00 seconds West 21.33 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.30 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 28.96 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.00 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 2.55 feet; thence North 90 degrees 00 minutes 00 seconds West 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 1.27 feet; thence North 90 degrees 00 minutes 00 seconds East 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 24.25 feet; thence North 90 degrees 00 minutes 00 seconds West 52.24 feet; thence South 00 degrees 00 minutes 00 seconds West 0.72 feet; thence North 90 degrees 00 minutes 00 seconds West 12.40 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

PARCEL 1 ALSO KNOWN AS:

That part of Lots 5 through 14, both inclusive, (except that portion of said Lots taken for widening of Peterson Avenue) in Barbara Evert's Addition to High Ridge, recorded as Document Number 2422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the East line of Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6); thence North 90 degrees 00 minutes 00 seconds West along said North line of

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POLICY NUMBER PRO FORMA
LOAN POLICY 10/17/92

SCHEDULE A
LEGAL DESCRIPTION CONTINUED

Peterson Avenue, 432.00 feet to the point of intersection with the West line of Lot 11; thence North 00 degrees 12 minutes 30 seconds East, along the West line of Lot 11, a distance of 263.0 feet to the Southeast corner of Lot 13; thence North 90 degrees 00 minutes 00 seconds West, along the South line of Lot 13, a distance of 255.50 feet to the Southwest corner of said Lot; thence North 00 degrees 12 minutes 30 seconds East, along the West line of Lots 13 and 14, a distance of 130.10 feet to the point of intersection with the North line of the South 30.00 feet of Lot 14; thence North 90 degrees 00 minutes 00 seconds East, along said North line 49.20 feet to the point of intersection with the East line of the West 49.20 feet of Lot 14; thence South 00 degrees 12 minutes 30 seconds West, along said East line, 30.00 feet to the point of intersection with the North line of Lot 13; thence North 90 degrees 00 minutes 00 seconds East, along the North line of Lots 5, 6, 7, 8, 9, 10, 12 and 13, a distance of 788.30 feet to the Northeast corner of Lot 5; thence South 00 degrees 12 minutes 30 seconds West, along the East line of Lot 5, a distance of 188.50 feet to the point of intersection with the South line of the North 188.50 feet of Lot 5; thence North 90 degrees 00 minutes 00 seconds West, along said South line, 150.00 feet to the point of intersection with the East line of Lot 7; thence South 00 degrees 12 minutes 30 seconds West, along said East line, 174.60 feet to the hereinabove designated point of beginning, Except the following:

Exception One

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Eyer's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, is described as follows:

Commencing at a point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6), thence North 90 degrees 00 minutes 00 seconds West, along said North line of Peterson Avenue, 280.96 feet, thence North 00 degrees 00 minutes 00 seconds East 232.50 feet to the point of beginning of Exception One; thence

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SCHEDULE A
LEGAL DESCRIPTION CONTINUED

continuing North 00 degrees 00 minutes 00 seconds East 72.44 feet; thence North 90 degrees 00 minutes 00 seconds East 69.81 feet; thence South 00 degrees 00 minutes 00 seconds West 30.83 feet; thence North 90 degrees 00 minutes 00 seconds West 0.12 feet; thence South 00 degrees 00 minutes 00 seconds West 1.86 feet; thence North 00 degrees 00 minutes 00 seconds East 0.48 feet; thence South 00 degrees 00 minutes 00 seconds West 12.14 feet; thence South 45 degrees 00 minutes 00 seconds West 35.90 feet; thence North 90 degrees 00 minutes 00 seconds West 15.75 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 0.67 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 16.10 feet; thence South 00 degrees 00 minutes 00 seconds West 9.08 feet; thence North 90 degrees 00 minutes 00 seconds West 5.05 feet; thence North 45 degrees 00 minutes 00 seconds West 9.69 feet to the heretofore designated point of beginning, and also Except

Exception Two

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Ewert's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at the point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6); thence North 90 degrees 00 minutes 00 seconds West along said North line of Peterson Avenue, 280.96 feet, thence North 00 degrees 00 minutes 00 seconds East 5.62 feet to the point of beginning of Exception Two; thence North 00 degrees 00 minutes 00 seconds East 162.93 feet; thence North 45 degrees 00 minutes 00 seconds East 10.10 feet; thence North 90 degrees 00 minutes 00 seconds East 20.61 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds East 1.17 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds East 35.61 feet; thence South 00 degrees 00 minutes 00

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POLICY NUMBER PRO FORMA
MIA LOAN POLICY 10/17/92

SCHEDULE A
LEGAL DESCRIPTION CONTINUED

seconds West 0.77 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 18.50 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 6.42 feet; thence North 90 degrees 00 minutes 00 seconds West 1.05 feet; thence South 00 degrees 00 minutes 00 seconds West 1.30 feet; thence North 90 degrees 00 minutes 00 seconds East 1.05 feet; thence South 00 degrees 00 minutes 00 seconds West 21.33 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.00 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 28.96 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.00 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds East 0.11 feet; thence North 90 degrees 00 minutes 00 seconds West 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 1.55 feet; thence North 90 degrees 00 minutes 00 seconds West 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 1.27 feet; thence North 90 degrees 00 minutes 00 seconds East 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 24.25 feet; thence North 90 degrees 00 minutes 00 seconds West 52.24 feet; thence South 00 degrees 00 minutes 00 seconds West 0.72 feet; thence North 90 degrees 00 minutes 00 seconds West 12.40 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

PARCEL 2:

The West 255.5 feet of the South 330 feet of the East 1083.5 feet of the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, except that part thereof lying South of a line 67 feet North

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TEA LOAN POLICY 10/17/92

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SCHEDULE A
LEGAL DESCRIPTION CONTINUED

of and parallel with the South line of the Northwest 1/4 of Section 6 aforesaid, as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quit Claim Deed dated October 6, 1928 and recorded November 2, 1928 as Document Number 10195995, in Cook County, Illinois.

PARCEL 2 ALSO KNOWN AS:

That part of the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the West line of the East 1083.50 feet of the aforesaid Northwest 1/4 of Section 6 with a line drawn 57.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6 (said line being the North line of West Peterson Avenue as conveyed by John Thillens and Theresa Thillens, his wife, to the City of Chicago, a municipal corporation, by Quit Claim Deed dated October 6, 1928 and recorded November 2, 1928 as Document Number 10195995). thence North 00 degrees 11 minutes 10 seconds East, along the aforesaid West line of the East 1083.50 feet, a distance of 263.00 feet to the point of intersection with the North line of the South 330.0 feet of the aforesaid Northwest 1/4 of Section 6; thence 90 degrees North 00 minutes 00 seconds East, along said North line, 255.50 feet to the point of intersection with the East line of the West 255.50 feet of the East 1083.50 feet of the aforesaid Northwest 1/4 of Section 6; thence South 00 degrees 11 minutes 10 seconds West, along said East line, 263.00 feet to the point of intersection with the aforesaid North line of West Peterson Avenue; thence North 90 degrees 00 minutes 00 seconds West, along said North line, 255.50 feet to the hereinabove described point of beginning, in Cook County, Illinois.

PARCEL 3:

Non-exclusive easements appurtenant to and for the benefit of Parcels 1 and 2 created and granted by the Construction, Operation and Reciprocal Easement Agreement by and among The May Department Stores Company, Bank of Rayenswood, as Trustee under Trust Agreement dated June 1, 1987 and known as Trust Number

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LOAN POLICY 10/17/92

SCHEDULE A
LEGAL DESCRIPTION CONTINUED

25-8591, and Venture Plaza Limited Partnership recorded May 19, 1988 as Document Number 8827449, in Cook County, Illinois, over the following described land:

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Evert's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at a point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6), thence North 90 degrees 00 minutes 00 seconds West, along said North line of Peterson Avenue, 280.96 feet, thence North 00 degrees 00 minutes 00 seconds East 232.50 feet to the point of beginning of Exception One; thence continuing North 00 degrees 00 minutes 00 seconds East 72.44 feet; thence North 90 degrees 00 minutes 00 seconds East 69.81 feet; thence South 00 degrees 00 minutes 00 seconds West 30.83 feet; thence North 90 degrees 00 minutes 00 seconds West 0.48 feet; thence South 00 degrees 00 minutes 00 seconds West 1.86 feet; thence North 90 degrees 00 minutes 00 seconds East 0.48 feet; thence South 00 degrees 00 minutes 00 seconds West 12.14 feet; thence South 45 degrees 00 minutes 00 seconds West 35.90 feet; thence North 90 degrees 00 minutes 00 seconds West 15.75 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 0.67 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds West 16.10 feet; thence South 00 degrees 00 minutes 00 seconds West 9.08 feet; thence North 90 degrees 00 minutes 00 seconds West 5.05 feet; thence North 45 degrees 00 minutes 00 seconds West 9.69 feet to the hereinabove designated point of beginning.

and also

CONTINUED

CASE NUMBER 00-00117A
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TEA LOAN POLICY 10/17/92

SCHEDULE A
LEGAL DESCRIPTION CONTINUED

That part of Lots 7 through 10, both inclusive, (except that portion of said Lots taken for the widening of Peterson Avenue) in Barbara Evert's Addition to High Ridge, recorded as Document Number 3422491, in the Northwest 1/4 of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian described as follows:

Commencing at the point of intersection of the East line of the aforesaid Lot 7 with the North line of Peterson Avenue, as widened (being a line drawn 67.00 feet North of and parallel with the South line of the aforesaid Northwest 1/4 of Section 6); thence North 90 degrees 00 minutes 00 seconds West, along said North line of Peterson Avenue, 280.96 feet; thence North 00 degrees 00 minutes 00 seconds East 5.62 feet to the point of beginning of Exception Two; thence North 00 degrees 00 minutes 00 seconds East 162.93 feet; thence North 45 degrees 00 minutes 00 seconds East 10.10 feet; thence North 90 degrees 00 minutes 00 seconds East 20.61 feet; thence South 00 degrees 00 minutes 00 seconds West 0.67 feet; thence North 90 degrees 00 minutes 00 seconds East 1.17 feet; thence North 00 degrees 00 minutes 00 seconds East 0.67 feet; thence North 90 degrees 00 minutes 00 seconds East 35.61 feet; thence South 00 degrees 00 minutes 00 seconds West 0.77 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 18.50 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 6.42 feet; thence North 90 degrees 00 minutes 00 seconds West 1.05 feet; thence South 00 degrees 00 minutes 00 seconds West 1.30 feet; thence North 90 degrees 00 minutes 00 seconds East 1.05 feet; thence South 00 degrees 00 minutes 00 seconds West 21.33 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 28.96 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 29.00 feet; thence North 90 degrees 00 minutes 00 seconds West 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 1.00 feet; thence North 90 degrees 00 minutes 00 seconds East 0.11 feet; thence South 00 degrees 00 minutes 00 seconds West 3.55 feet; thence North 90 degrees 00 minutes 00 seconds West 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 1.27 feet; thence North 90 degrees 00 minutes 00 seconds East 1.00 feet; thence South 00 degrees 00 minutes 00 seconds West 24.25 feet; thence North 90 degrees 00 minutes 00 seconds West 51.24 feet; thence South 00 degrees 00 minutes 00 seconds West 0.72 feet; thence North 90 degrees 00 minutes 00 seconds West 12.40 feet to the hereinabove designated point of beginning, all in Cook County, Illinois.

END OF LEGAL DESCRIPTION

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EXHIBIT "B" UCC

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All of Debtor's right, title and interest in and to the following described property (the "Property"):

- (a) The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements (the "Improvements") now or hereafter erected or located on the real property described on Exhibit "A" (the "Land; the Improvements together with the Land the "Real Property");
- (b) 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 Real Property 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, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Real Property and every part and parcel thereof, with all appurtenances thereto;
- (c) All machinery, equipment, fixtures (including, but not limited to 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 hereafter located upon the Real Property, or appurtenant thereto, and used in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest and now or hereafter located upon the Real Property, or appurtenant thereto, or used or usable in connection with the present or future operation and occupancy of the Real Property (collectively, "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 Personal Property is located ("Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- (d) All leases, subleases, licenses and other agreements affecting the use, enjoyment or occupancy of all or any part of the Real Property heretofore or hereafter entered into, including, without limitation, oil, gas and mineral leases, and all extensions, amendments and modifications thereto ("Leases"), whether entered before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as amended from time to time ("Bankruptcy Code"), and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, all guarantees, letters of credit and any other credit support given by any tenant or guarantor in connection therewith, cash, notes or securities deposited under the Leases to secure the performance by the lessees of their obligations thereunder, and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Real Property ("Rents"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, 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 Debt;
- (e) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but

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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;

(f) All proceeds of and any unearned premiums on any insurance policies covering the Property, whether or not such insurance was requested or required by Secured Party, 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;

(g) 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;

(h) All agreements, contracts, certificates, instruments, franchises, permits, licenses (including liquor licenses, if any, to the fullest extent assignable by Debtor), franchise agreements, management, service, supply, and maintenance contracts, 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 Real Property or any part thereof, or respecting any business or activity conducted from the Real Property or any part thereof, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the rights, while an Event of Default under the Security Instrument remains uncured, to receive and collect any sums payable to Debtor thereunder;

(i) All accounts, escrows, chattel paper, claims, deposits, trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used in connection with the operation of the Property;

(j) All cash, funds, deposit accounts, reserves, reserve accounts and other rights and evidence of such rights to cash now or hereafter created or held by Secured Party pursuant to the Deed of Trust and Security Agreement, dated **April 27, 2000**, from Debtor in favor of Secured Party (the "Security Instrument") or any other of the loan documents executed in connection therewith (including, without limitation, any sums deposited in the Escrow Fund (as defined in the Security Instrument) and the Net Proceeds and Net Proceeds Deficiency (as defined in the Security Instrument) and any funds or reserves, if any, described and identified in the Special Stipulations attached as Exhibit "B" to the Security Instrument); and

(k) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including into cash or liquidation claims;

(l) Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (k) above.