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MIDDLE NAME

OSTAL CODE

69007

STATE

IL

SUFFIX

COUNTRY

USA

Eugene "Gene" Moore Fee: \$36.00 Cook County Recorder of Deeds Date: 08/28/2003 12:53 PM Pg: 1 of 7

UCC FINANCING STATEMENT 386496 (3 ale)	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY	
A. NAME & PHONE OF CONTACT AT FILER [optional]	
DAVID C. BIRKS, 312 726-2468	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
^I DAVID C. BIRKS	1
CROWLEY BARRETT & KARABA, LTD.	
20 S. CLARK, SUITE 2310	
CHICAGO, ILLINOIS 60603	

1. DEBTOR'S EXACT FULL LEG/L NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names NORTHWESTERN EUSINESS COLLEGE, INC. OR 16. INDIVIDUAL'S LAST NAME SUFFIX MIDDLE NAME COUNTRY POSTAL CODE 1c. MAILING ADDRESS **USA CHICAGO** IL 60630 4829 N. LIPPS AVENUE 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any ADD'L INFO RE 1e. TYPE OF ORG INIZA ION 1d. SEE INSTRUCTIONS ORGANIZATION IL-40092862 | CORPORATION | ILLINOIS NONE 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ne (bldor name (2a or 2b) - do not abbreviate or combine names 2a. ORGANIZATION'S NAME OR 25. INDIVIDUAL'S LAST NAME FI ST NAME SUFFIX MIDDLE NAME POSTAL CODE STATE COUNTRY 2c. MAILING ADDRESS 2f. JURISDICTION OF DRIJANIZATION ADD'L INFO RE 2e, TYPE OF ORGANIZATION ORGANIZATION 2g. ORGANIZATIONAL ID#, if any 2d. SEE INSTRUCTIONS NONE DEBTOR 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party nam. \(3a or 2b \) 3a. ORGANIZATION'S NAME FIRST AMERICAN BANK

FIRST NAME

ELK GROVE VILLAGE

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A.

35, INDIVIDUAL'S LAST NAME

1650 LOUIS AVENUE

3c. MAILING ADDRESS

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSO	R CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER AG. LIEN	NON-UCC FILING
This FINANCING STATEMENT is to be filed [for record] (or record ESTATE RECORDS. Attach Addendum	ded) in the REAL 7. Check to REQUEST SEARCH REP	ORT(S) on Debtor(s) [optional] All Debtors	Debtor 1 Debtor 2
OPTIONAL FILER REFERENCE DATA			

COOK COUNTY RECORDER'S OFFICE, ILLINOIS

0324020200 Page: 2 of 7

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 NORTHWESTERN BUSINESS COLLEGE, INC. MIDDLE NAME, SUFFIX 9b. INDIVIDUAL'S LAST NAME 10. MISCELLANEOUS: THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 11. ADDITIONAL DEBTOR'S EY CT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names 11a, ORGANIZATION'S NAME FIRST NAME MIDDLE NAME SUFFIX 11b. INDIVIDUAL'S LAST NAME CITY STATE POSTAL CODE COUNTRY 11c. MAILING ADDRESS 11g. ORGANIZATIONAL ID#, if any ADD'L INFO RE 11e. TYPE OF OF G' NIZATION 11f. JURISDICTION OF ORGANIZATION 11d. SEEINSTRUCTIONS ORGANIZATION NONE DEBTOR ADDITIONAL SECURED PARTY'S ASSIGNOR SIP'S NAME - insert only one name (12a or 12b) 12. 12a, ORGANIZATION'S NAME FI IST NAME SUFFIX MIDDLE NAME 12b. INDIVIDUAL'S LAST NAME POSTAL CODE COUNTRY STATE 12c. MAILING ADDRESS CIT 13. This FINANCING STATEMENT covers timber to be cut or as-extracted 16, Additional colleter, as scription: Clort's Office collateral, or is filed as a fixture filing. 14. Description of real estate SEE ATTACHED EXHIBIT B. 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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0324020200 Page: 3 of 7

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UCC EXHIBIT A

Collateral. The word "Collateral" means all of the following properties, assets and rights of Northwestern Business College, Inc., an Illinois corporation ("Grantor"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

All personal and fixture property of every kind and nature including, without limitation, all furniture, fixtures, equipment, raw materials, inventory, other goods, Accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, electronic chattel paper, documents, instruments, securities and other investment property, deposi accounts, rights to proceeds of letters of credit, letter-of-credit rights, supporting chligations of every nature, and general intangibles including, without limitation, all tay refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses permits, agreements of any kind or nature pursuant to which (i) the Grantor operates or nos authority to operate, (ii) the Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others, or (iii) others possess, use or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics.

Grantor acknowledges and agrees that, with respect to any term used in this definition that is defined in either (a) Article 9 of the Uniform Commercial Code as in force in Illinois at the time that the Commercial Security Agreement, dated August 7, 2003 ("Agreement"), by Grantor, in favor of Northwestern Business College, Inc., an Illinois corporation ("Lender") was signed, (b) Article 9 as in force at any relevant time in the jurisdictions in which a financing statement is filed, or (c) in the Agreement the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the three definitions.

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) All accessions, increases, and additions to and all replacements of and substitutions for any property described above.
- (b) All accounts, contract rights, general intangibles, instruments, monies, payments, and all other rights relating and incident thereto, or arising out of a sale, lease, or other disposition of any of the property described in this definition.
- (c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this definition.

0324020200 Page: 4 of 7

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Exhibit B 7725 S. Harlem Avenue, Bridgeview, Illinois

And De the Or Cook County Clerk's Office

0324020200 Page: 5 of 7

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- All records and data relating to any of the property described in this definition, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.
- The Investment Account (as defined in the Business Loan Agreement (Real (e) Estate), dated August 7, 2003, between Grantor and Lender ("Loan Agreement").
 - The Fahnestock & Co. Accounts (as defined in the Loan Agreement).

DANK (1882) NORTH G:\CLIENTS\FIRST AMER.CAN, BANK (1882)\NORTHWESTERN BUSINESS COLLEGE\UCC FYHIDIT, DOC

0324020200 Page: 6 of 7

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000386496 SC STREET ADDRESS: 7725 HARLEM AVE

CITY: BRIDGEVIEW COUNTY: COOK COUNTY

TAX NUMBER: 19-30-310-011-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 3 IN M. S. A. BRIDGEVIEW COURT, BEING SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MIRIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED HUNE 7, 1988 AS INSTRUMENT 88246171.

ALSO KNOWN AS

LOT 3 IN M. S. A. BRIDGEVIEW COURT, BEING SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1988 AS INSTRUMENT NUMBER 88246171; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH 51 DEGREES 49 MINUTES 15 SECONDS WEST 31.68 FEET; THENCE SOUTH 60 DEGREES 59 MINUTES 03 SECONDS WEST 125.64 FEET; THENCE SOUTH 51 DEGREES 49 MINUTES 10 SECONDS WEST 55.86 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 50 SECONDS WEST 19.99 FEET; THENCE SOUTH 51 LEGPEES 49 MINUTES 10 SECONDS WEST 100.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 31 SECONDS WEST 58.09 FEET; THENCE SOUTH 51 DEGREES 49 MINUTES 10 SECONDS Was 1 419.43 FEET, ALL ALONG THE SOUTHERLY LIMITS OF SAID LOT 3 TO THE WEST LINE OF SAID LOT 3, BEING A POINT ON CURVE; THENCE NORTHERLY ON A CURVE CONVEX TO THE WEST FAVING A RADIUS OF 694.05, AN ARC DISTANCE OF 380.52 FEET, A CHORD DISTANCE OF 375.78 FEET, AND A CHORD BEARING OF NORTH 15 DEGREES 53 MINUTES 14 SECONDS WEST 10 A POINT OF TANGENT; THENCE NORTH 0 DEGREES 10 MINUTES 50 SECONDS WEST 155.23 FF T ALONG THE WESTERLY LIMITS OF SAID LOT 3; THENCE NORTH 89 DEGREES 49 MINUTES 10 SECONDS EAST 52.00 FEET; THENCE SOUTH 38 DEGREES 10 MINUTES 49 SECONDS EAST 18.0 FEFT; THENCE NORTH 51 DEGREES 49 MINUTES 10 SECONDS EAST 140.33 FEET; THENCE SOUTH 87 DEGREES 10 MINUTES 09 SECONDS 75.95 FEET; THENCE NORTH 51 DEGREES 49 MINUTES 10 SECONDS EAST 150.17 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 50 SECONDS WEST 43.85 FEET; THENCE NORTH 51 DEGREES 49 MINUTES 10 SECONDS EAST 127.18 FEET; THENCE WORTH 89 DEGREES 49 MINUTES 10 SECONDS EAST 34.56 FEET ALL ALONG THE NORTHERLY LIMITS OF SAID LOT 3; THENCE SOUTH 38 DEGREES 10 MINUTES 50 SECONDS EAST 424.00 FEET ALONG THE EASTERLY LIMITS OF SAID LOT 3 TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED JULY 25, 1988 AND RECORDED JULY 29, 1988 AS DOCUMENT 88340706, AS AMENDED BY ASSIGNMENT ACCEPTANCE AND ASSUMPTION OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RCORDED DECEMBER 27, 1988 AS DOCUMENT 88594388 AND AS FURTHER AMENDED BY RECIPROCAL EASEMENT AGREEMENT ASSIGNMENT AND

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0324020200 Page: 7 of 7

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000386496 SC STREET ADDRESS: 7725 HARLEM AVE

CITY: BRIDGEVIEW COUNTY: COOK COUNTY

TAX NUMBER: 19-30-310-011-0000

LEGAL DESCRIPTION:

ASSUMPTION AGREEMENT RECORDED MAY 22, 1990 AS DOCUMENT 90236703, IN COOK COUNTY, ILLINOIS BY AND BETWEEN BRIDGEVIEW ASSOCIATES, AN INDIANA LIMITED PARTNERSHIP, THE MAY DEPARTMENT STORES COMAPNY, A NEW YORK CORPORATION, AND MIDFIELD, INC., AN ILLINOIS COLPORATION.

PARCEL 3:

PERPETUAL NON-EXCLUSIVE CASEMENT FOR STORM WATER DETENTION AND RETENTION POND, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THAT CERTAIN DECLARAION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 25, 1988 AND RECORDED JULY 29, 1988 AS DOCUMENT NUMBER 88340703, IN COOK COUNTY, ILLINOIS BY BRIDGEVIEW ASSOCIATES, AN INDIANA LIMITED PARTNERSHIP.

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR INCRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF SUBDIVISION KNOWN AS M. S. A. BRIDGEVIEW COURT RECORDED ON JUNE 7, 1988 AS INSTRUMENT NUMBER 88246171.