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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	Trust Acct. #
BETH ENGLE	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
BANK OF LINCOLNWOOD 4433 W. TOUHY AVE. LINCOLNWOOD, IL. 60712	

Doc#: 0328745029
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 10/14/2003 07:37 AM Pg: 1 of 6

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

1 a. ORGANIZATION'S NAME						
1700 N. TALMAN, LLC						
OR	1 b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1 c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
9100 GOLF ROAD			NILES	IL	60714	USA
1 d. TAX ID #, SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1 e. TYPE OF ORGANIZATION	1 f. JURISDICTION OF ORGANIZATION	1 g. ORGANIZATIONAL ID # if any		<input type="checkbox"/> NONE
20-0151026		LLC	ILLINOIS	0095-735-6		

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

2 a. ORGANIZATION'S NAME						
OR	2 b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2 c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2 d. TAX ID #, SSN OR EIN			2 e. TYPE OF ORGANIZATION	2 f. JURISDICTION OF ORGANIZATION	2 g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

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

3 a. ORGANIZATION'S NAME						
BANK OF LINCOLNWOOD						
OR	3 b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3 c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
4433 W. TOUHY AVE.			LINCOLNWOOD	IL	60712	USA

4. This FINANCING STATEMENT covers the following collateral:

THE PROPERTY DESCRIBED ON EXHIBIT 'B' LOCATED ON OR USED IN CONNECTION WITH THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT 'A' AND OWNED BY DEBTOR.

484484
FIRST AMERICAN TITLE order # 3024

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) [ADDITIONAL FEE] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UNOFFICIAL COPY**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 1700 N. TALMAN, LLC			
OR	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	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

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:

EXHIBIT 'A'

LOT 25 IN FAIRFIELD AND TUDOR'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 OF BORDEN'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1700 N. TALMAN, CHICAGO, IL.
TAX I.D. #: 13-36-419-048-0000

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

16. Additional collateral description:

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 Estate18. 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 B

TO FINANCING STATEMENT

(A) 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, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, 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 (except to the extent any of the foregoing items in this subparagraph are owned by tenants and such tenants have the right to remove such items at the termination of their Lease (as hereinafter defined)) (all of the foregoing is herein referred to collectively as the "Improvements," all of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises");

(B) Personal Property. All goods, inventory, supplies, (including without limitation, machinery, appliances, stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, water heaters and similar equipment), signs, supplies, blinds, window shades, carpeting, floor coverings, office equipment, growing plants, fire sprinklers and alarms, control devices, equipment (including all window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, air conditioning, pest control and other equipment), tools, furnishings, furniture, light fixtures, non-structural additions to the Real Estate, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate, any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Real Estate or the convenience of any tenants, guests, licensees or invitees of Mortgagor, all regardless of whether located on the Real Estate or located elsewhere (except to the extent any of the foregoing items in this subparagraph are owned by tenants and such tenants have the right to remove such items at the termination of their Leases (all of the foregoing is herein referred to collectively as the "Goods"));

(C) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of Mortgagor 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 Mortgagor related to the Real Estate or the Improvements, and all accounts and monies held in possession of Mortgagee for the benefit of Mortgagor (all of the foregoing is herein referred to collectively as the "Intangibles");

(D) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(E) Leases. All rights of Mortgagor under all leases, lettings, licenses, occupancy agreements,

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concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, 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 any guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

(F) Plans, Reports and Permits. All rights of Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction of the Real Estate, including the plans identified in the Loan Agreement (all of the following are herein called the "Plans"), all licenses and permits, and all appraisals, soil tests, environmental reports and any and all other reports and analyses ("Reports");

(G) Contracts for Construction or Services. All rights of Mortgagor under any contracts executed by Mortgagor or anyone acting on behalf of Mortgagor 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 agreement and any construction contract (all of the foregoing are herein referred to collectively as the "Contracts for Construction"); and

(H) Service Agreements. All rights and interests of Mortgagor in and under any and all service and other agreements relating to the operation, maintenance, and repair of the Premises or the buildings and improvements thereon ("Service Agreements");

(I) Loan Proceeds. All proceeds, contract rights and payments payable to Mortgagor under any loan commitment for financing of the Premises ("Loan Proceeds"); and

(J) Insurance. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Collateral by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets;

(K) Awards. All judgments, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (ii) any damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or of a portion of the Premises, or (iii) the alteration of the grade of any street or highway on or about the Premises or any part thereof; all proceeds of any sales or other dispositions of the Premises or any part thereof;

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(L) Betterments. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Collateral, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Collateral, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein: and

(M) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements (including contracts for the sale of Units), and all proceeds (including, without limitation, insurance and condemnation proceeds) and products of any of the foregoing. It is specifically understood that the enumeration of any specific articles of property shall not exclude or be deemed to exclude any items of property not specifically mentioned. All of the Premises hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood and agreed and declared to be appropriated to the use of the Premises, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

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Exhibit "A"

Lot 25 in Fairfield and Tudor's Subdivision of the West half of Block 5 of ~~Block 5~~
Subdivision of the West half of the Southeast quarter of Section 36, Township ~~46~~
Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known As: 1700 N. Talman, Chicago, IL

Tax I.D. #: 13-36-419-048-0000

Property of Cook County Clerk's Office