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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Charter One Bank
100 Addison Avenue, 2nd Floor
Elmhurst, Illinois 60126
Attention: Commercial Loan Department

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
SUSAN JEAN CORPORATION, A DELAWARE CORPORATION

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
333 WEST WACKER DRIVE, SUITE 2600 CHICAGO IL 60606 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION CORPORATION 1f. JURISDICTION OF ORGANIZATION DELAWARE 1g. ORGANIZATIONAL ID #, if any 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. SEE INSTRUCTIONS 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
CHARTER ONE BANK, N.A., A NATIONAL BANKING ASSOCIATION

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 ADDISON AVENUE, 2ND FLOOR ELMHURST IL 60126 USA

4. This FINANCING STATEMENT covers the following collateral:
SEE ATTACHED AND INCORPORATED EXHIBIT A

Box 400-CTCC

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

HAWK ELECTRONICS, INC. CORPORATE LOAN

5K21

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EXHIBIT A

TO

FINANCING STATEMENT BETWEEN

SUSAN JEAN CORPORATION, A DELAWARE CORPORATION ("DEBTOR"),

AND

CHARTER ONE BANK, N.A. ("SECURED PARTY")

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY:

One hundred percent (100%) of all of Debtor's rights, powers, privileges, beneficial interest and power of direction in, to and under that certain Trust Agreement dated January 1, 1998 and known as Trust Number 98-7815 (the "Trust"), as administered by Cole Taylor Bank, as Trustee, and in, under and to any and all proceeds or avails of the real estate held in fee by the Trust (the "Trust Property") or any part thereof, including without limitation all proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from the Trust Property or any part thereof, and also including the right to manage, direct and control the Trust Property and the acts and doings of the Trustee in respect of the Trust Property; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds);

AND

All of Debtor's right, title and interest in, to and under the following described property, rights and interests (referred to collectively as "Property"), whether now owned or hereafter acquired, all of which property, rights and interests are pledged primarily and on a parity with the "Real Property" (as defined below) and not secondarily:

THE REAL ESTATE located in the State of Illinois and legally described on Exhibit B attached hereto and made a part hereof ("Real Property");

TOGETHER WITH all improvements of every nature whatsoever now or later situated on the Real Property, and all fixtures and personal property of every nature whatsoever now or later owned by Debtor and on, or used in connection with the Real Property or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or later made on such personal property or fixtures by Debtor or on its behalf ("Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or later belonging, relating or appertaining to the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all

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the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, accounts, accounts receivable, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Property and/or the businesses and operations conducted by Debtor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Debtor, so long as no Event of Default has occurred under this Mortgage, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Debtor in all leases now or later on the Property, whether written or oral ("Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Debtor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or later owned by Debtor and forming a part of or used in connection with the Real Property or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Property or the Improvements in any manner; it being mutually agreed that all of the described property owned by Debtor and placed on the Real Property or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement expressed above that certain articles of property form a part of the realty covered by this Mortgage and are appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as that term is used in the Uniform Commercial Code of the State of Illinois, as amended from time to time ("Code"), this instrument constitutes a security agreement, creating a security interest in such goods, as collateral, in Secured Party, as a secured party, and Debtor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Debtor's interests in "general intangibles" (as defined in the Code) now owned or later acquired and related to the Property, including, without limitation, all of Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Debtor is or may become a party and which relate to the Property; (ii) all obligations and indebtedness owed to Debtor thereunder; (iii) all intellectual property related to the Property; and (iv) all choses in action and causes of action relating to the Property;

TOGETHER WITH all of Debtor's "accounts" (as defined in the Code) now owned or later created or acquired as relate to the Property, including, without limitation, all of the following now owned or later created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) uncertificated securities, and (vi) proceeds of any of the foregoing and all collateral security and

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guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Debtor with respect to the Property;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements later made resulting from condemnation proceeds or the taking of the Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Property or proceeds of any sale, option or contract to sell the Property or any portion thereof.

Property of Cook County Clerk's Office

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EXHIBIT B

TO

FINANCING STATEMENT BETWEEN

SUSAN JEAN CORPORATION, A DELAWARE CORPORATION ("DEBTOR"),

AND

CHARTER ONE BANK, N.A. ("SECURED PARTY")

LEGAL DESCRIPTION

PARCEL 1:

LOTS 39 AND 40 IN PALWAUKEE BUSINESS CENTER UNIT TWO, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 67 AND 68 IN PALWAUKEE BUSINESS CENTER UNIT THREE, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, AND 3 IN BLOCK 5 IN AMERLINE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 511 Glenn Avenue, Wheeling, Illinois 60090

P.I.N.(s): 03-11-303-026; 03-11-410-001; 03-11-410-002;
03-11-410-013 and 03-11-410-014