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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/18/2004 11:25 AM Pg: 1 of 4

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1307684

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> LexisNexis Document Solutions 801 Adlai Stevenson Drive Springfield, IL 62703 </div>

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					
FIFTH THIRD BANK (CHICAGO)					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1701 WEST GOLF ROAD, TOWER 1, SUITE 700		ROLLING MEADOWS	IL	60008	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
	BANK		MI	<input checked="" type="checkbox"/> 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	
				<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)

3a. ORGANIZATION'S NAME					
KAHN PROPERTIES OF ILLINOIS, LLC					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
18314 SPRINGWOOD LANE		GRAYSLAKE	IL	60030	USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBITS A AND B ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [if applicable] (ADDITIONAL FEE)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA HSD/10776.00200

IL-Cook County

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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 FIFTH THIRD BANK (CHICAGO)

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: IL-Cook County

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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

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

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:

SEE EXHIBIT B ATTACHED HERETO.

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 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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Kahn Properties of Illinois, LLC
an Illinois limited liability company

EXHIBIT A

All improvements of every nature whatsoever now or hereafter situated on the land described on Exhibit "B" (the "Premises"), and all fixtures and personal property of every nature whatsoever now or hereafter owned by Debtor and on, used or intended to be used in connection with the Premises or the improvements, 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 hereafter made on such personal property or fixtures by Debtor or on its behalf. All fixtures and articles of personal property now or hereafter owned by Debtor and forming a part of or used in connection with the Premises or the improvements, including, but without limitation, all furniture, furnishings and equipment furnished by Mortgagor to tenants of the Premises or improvements; all building materials and equipment located upon the Premises and intended to be incorporated in the improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such improvements; all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fire sprinklers, alarm systems, electronic monitoring equipment and devices; all window or structural cleaning rigs, maintenance equipment relating to exclusion of vermin or insects and removal of dust, refuse or garbage; all lobby and other indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, wall beds, wall safes, and other furnishings; all rugs, carpets and other floor coverings, drapery rods and brackets, awnings, window shades, venetian blinds and curtains; all lamps, chandeliers and other lighting fixtures; all recreational equipment and materials; all office furniture, equipment and supplies; all kitchen equipment, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units; all laundry equipment, including washers and dryers; all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of exterior portions of the Premises; and all maintenance supplies and inventories; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises in any manner.

All "collateral" as defined in the security agreement contained in the Construction Loan Agreement, Mortgage and Security Agreement, Assignment of Rents and of Lessor's Interest in Leases, Security Agreement and any other loan documents by and between Debtor and the secured party described herein.

All revenues, receivables, rents, deposits, profits and issues derived by Debtor from the Premises.

All judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

All monies on deposit for the payment of real estate taxes or special assessments against the Premises, or for the payment of premiums on policies of fire or other hazard insurance covering the collateral described herein or the Premises.

All right, title and interest of Debtor in and to any bank accounts maintained by Debtor with Secured Party in connection with the operation, development or financing of the Premises.

Any and all additions to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing.

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EXHIBIT B

LEGAL DESCRIPTION

LOTS 5, 6 AND 7 IN BLOCK 6 IN L.E. INGALL'S SUBDIVISION OF BLOCKS 5 AND 6 IN CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼ AND THE NORTHEAST FRACTIONAL ¼ OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6200 North Sheridan Road, Chicago, Illinois

P.I.N(s): 11-32-124-021