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Doc#: 0519202239
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 07/11/2005 01:58 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THOMAS P. DUFFY
WILDMAN HARROLD ALLEN & DIXON LLP
225 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60606

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

OR

1a. ORGANIZATION'S NAME
GEN. CON., INC.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2731 NORTH LINCOLN AVENUE CHICAGO IL 60614

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION CORPORATION 1f. JURISDICTION OF ORGANIZATION ILLINOIS 1g. ORGANIZATIONAL ID #, if any 6383889-6 NONE

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

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN 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)

OR

3a. ORGANIZATION'S NAME
COLE TAYLOR BANK

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5501 WEST 79TH STREET BURBANK IL 60459

4. This FINANCING STATEMENT covers the following collateral:

SEE ITEMS OF COLLATERAL SET FORTH ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF WHICH RELATE TO THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

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 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

823/335 LMT of fall

428

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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 GEN. CON., INC.		
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 <u>one</u> 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
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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> 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

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

16. Additional collateral description:

SEE EXHIBIT A

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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EXHIBIT A

DESCRIPTION OF COLLATERAL

All assets of Debtor, including without limitation, the following:

1. Debtor's right, title and interest in and to all fixtures and personal property now or hereinafter owned by Debtor and attached to or contained in and used or useful in connection with the property legally described on Exhibit B attached hereto (the "Mortgaged Premises") or any of the improvements now or hereafter located thereon, including 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, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, communication or security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter acquired, together with all products, proceeds, and accessions relating thereto.

2. Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Mortgaged Premises or elsewhere, together with files, books of account, and other records wherever located;

3. Debtor's right, title and interest in and to any and all contracts now or hereafter relating to the Mortgaged Premises and executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all other rights, licenses, permits, agreements, and test results relating to construction on the Mortgaged Premises;

4. Debtor's right, title and interest in and to any and all contracts, permits and licenses now or hereafter relating to the operation of the Mortgaged Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

5. Debtor's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all

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leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Debtors and Secured Party under the powers granted by the Security Agreement and the other Loan Documents executed by Debtor in favor of Secured Party) with any person or entity pertaining to all or any part of the Mortgaged Premises, whether such agreements have been heretofore or are hereafter made;

6. Debtor's right, title and interest in all deposit accounts, earnest money deposits, proceeds of contract sales, accounts receivable, payment intangible and general intangibles relating to the Mortgaged Premises;

7. All of Debtor's right, title and interest in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Mortgaged Premises or described in the Mortgage or in the Security Agreement executed in favor of Secured Party in connection herewith, the use or occupancy thereof, or the business conducted thereon;

8. All of Debtor's right, title and interest in and to all awards or payments, including interest thereon, that may be made with respect to the Mortgaged Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Mortgaged Premises;

9. All of Debtor's right, title and interest in and to those certain sales contracts entered into by and between Debtor, as seller, and any bona fide third party, as purchaser, and all amendments, modifications, supplements, and addenda thereto, and all earnest money and other deposits received by Debtor thereunder (hereinafter referred to as the "Existing Sales Contracts") and all other sales contracts that may hereinafter be executed by or on behalf of Debtor, and all amendments, modifications, supplements, and addenda thereto (the Existing Sales Contracts and all such other sales contracts being hereinafter collectively referred to as the "Sales Contracts"), as more fully described in that certain Security Agreement and Collateral Assignment of Real Property Purchase Contracts dated as of June 17, 2005, by and between Debtor and Secured Party;

10. All of Debtor's right, title and interest in and to that certain account known as Cole Taylor Bank Account No. 069212953 (Earnest Money Account), together with all proceeds of, substitutions and replacements for the foregoing in whatever form, including without limitation, cash, checks, drafts and other instruments for the payment of money, chattel paper, security agreements and all other documents and instruments.

11. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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EXHIBIT B

LEGAL DESCRIPTION

LOTS 4 TO 13, BOTH INCLUSIVE AND LOTS 21 TO 30 BOTH INCLUSIVE, IN BLOCK 2 IN STOREY AND ALLEN'S MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2518 NORTH WILLETTS COURTS
CHICAGO, IL

PIN#: 13-25-315-022

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