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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)

GREGORY C. WHITEHEAD ALBERT, WHITEHEAD, P.C. 10 N. DEARBORN STREET, SUITE 600 CHICAGC, ILLINOIS 60602



Doc#: 0534945070 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/15/2005 11:13 AM Pg: 1 of 4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

		insert only <u>one</u> debtor name (1a or 1b)	- do not abbreviate or combine names			
1a. ORGANIZATION'S N						
WHP HOME	ES, LLC	Cx.				
OR 16, INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	NAME	SUFFIX
1c, MAILING ADDRESS			СІТУ	STATE	POSTAL CODE	COUNTRY
	IDEE ROAD, SUITE 1102 NORTHBROOK IL 60062			USA		
1d. SEE INSTRUCTIONS	ADD'L INFO RE	1e. TYPE OF ORGA VIZATION	1f. JURISDICTION OF ORGANIZATION	1 -	1g. ORGANIZATIONAL ID#, if any	
	ORGANIZATION DEBTOR	LTD LIAB CO	ILLINOIS	0112289-4		NONE
2 ADDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insert only o. • d	_pt_r name (2a or 2b) - do not abbreviate or com	bine names		
2a. ORGANIZATION'S N			1	,		
			' ()			
OR 25 INDIVIDUAL'S LAST NAME		FIRS, NAME	MIDDLE	MIDDLE NAME S		
			0,			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY	
20. MAILING ADDITION			17%			
2d. SEE INSTRUCTIONS	ADD'L INFO RE	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	2g, ORGANIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR	, 				NONE
3 SECURED PARTY'S	S NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/	P) - insert only <u>one</u> secured party name (3a J. 3h)			
3a, ORGANIZATION'S N			7			
CITIBANK,	F.S.B.					
OR 3b, INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
	500 WEST MADISON STREET, 5TH FL		CHICAGO	IL	60361	USA
JUU WEST MADISON STREET, STITTE			01110.100			

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER A	G. LIEN NON-UCC FILING
This FINANCING STATEMENT is to be filed [for record] (or recorde ESTATE RECORDS. Attach Addendum		RT(S) on Debtor(s) [optional] All D	Debtor 1 Debtor 2
OPTIONAL FILER REFERENCE DATA	jr applicable) ADDITIONAL CCI	i de la contraction de la cont	

0534945070 Page: 2 of 4

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EXHIBIT A

TO

UCC FINANCING STATEMENT

(a) a ground leasehold interest in the real property described in Exhibit B attached hereto and made a part hereof (the "Land") pursuant to a Ground Lease from Chicago Housing Authority, an Illinois municipal corporation ("CHA") to Debtor dated as of October 1, 2005 (the "Ground Lease"); (b) all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by amendment, supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument; (c) fee simple interests in the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"); (d) a'i casements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and ar purtenances of any nature whatsoever, in any way now or hereafter belonging, relating or percaning to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of curtesy, property, possession, claim and demand whatso ever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; (e) all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above; (f) all leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, including a guaranty of any such lease (a "Lease" or "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; (g) all awards or payments, including interest thereon, which may heretofore and 0534945070 Page: 3 of 4

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hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property; (h) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property; (i) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; (j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; (k) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to pretect the interest of Lender in the Property; (l) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting ary business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder; (m) all tradenames, trademarks, servicemarks, logos and copyrights (if any), goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property in which Debtor has an interest; and (n) any and all other bsec.

Control

Contr rights of Debtor in and to the items set forth in Subsections (a) through (m) above.

0534945070 Page: 4 of 4

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EXHIBIT B

LEGAL DESCRIPTION

LOTS 1, 6, 7, 10 AND 12 IN BELL RESUBDIVISION, BEING A RESUBDIVISION AND CONSOLIDATION OF PART OF CAMPBELL'S SUBDIVISION OF BLOCK 55, AND OF WILSON AND BATES' SUBDIVISION IN CAMPBELL'S SUBDIVISION OF BLOCK 55, INCLUDING THE EAST-WEST VACATED ALLEY AND VACATED WEST MAYPOLE AVENUE IN SAID BLOCK 55, IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 2002 AS DOCUMENT NUMBER 0021230667, IN COOK COUNTY, ILLINOIS.

PINs:

17-07-321-036, COMMONLY KNOWN AS: 2257 W. LAKE STREET

17-07-321-041, COMMONLY KNOWN AS: 2220 W. MAYPOLE AVENUE 17-07-321-042, COMMONLY KNOWN AS: 2238 W. MAYPOLE AVENUE

17-07-321-045, COMMONLY KNO WN AS: 2235 AND 2231 W. MAYPOLE AVENUE

17-07-321-047, COMMONLY KNOWN AS: 120 N. LEAVITT STREET

AND

LOT 6 IN MAYPOLE RESUBDIVISION. BEING A RESUBDIVISION CONSOLIDATION IN BLOCKS 2 AND 3 IN PAGE AND WOOD'S SUBDIVISION OF BLOCKS 50, 63 AND 64, AND IN THE SUBDIVISION OF LOTS 5 AND 6 IN SAID BLOCK 3 IN PAGE AND WOOD'S SUBDIVISION, INCLUDING THE EAST-WEST VACATED ALLEYS AND VACATED WEST MAYPOLE AVENUE, IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 2002 AS DOCUMENT NUMBER 0021230668, IN COOK COUNTY, Office ILLINOIS.

PIN:

17-07-423-019

COMMONLY KNOWN AS: 1752 W. MAYPOLE AVENUE