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Doc#: 0613104135 Fee: \$32.00 Eugene "Gene" Moore RHSP Fee:\$10.00

THE ADOVE SDACE IS FOR FILING OFFICE LISE ONLY

Cook County Recorder of Deeds Date: 05/11/2006 12:47 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] KATHLEEN H. MCGUIRE, ESQ. (630) 218-8000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE INLAND REAL ESTATE GROUP, INC. 2901 BUTTERFIELD ROAD OAK BROOK, ILLINOIS 60523

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. D	EBTOR'S EXACTFUL	L_EGA_NAME-	insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
	1a. ORGANIZATION'S NAM	. —	- 172.173						
1	3842 ASHLAN								
DR	1b. INDIVIDUAL'S LAST NA	ME	<u> </u>	FIRST NAME	MIDDLE	NAME	SUFI	FIX	
c. N	MAILING ADDRESS			CITY	STATE	POSTAL CODE	1	NTRY	
	200 WEST OF	IIO STREI	ET, SUIZE 200	CHICAGO	IL	60610	US	SA	
d. S	SEEINSTRUCTIONS		1e. TYPE OF ORCANIZATION	1f. JURISDICTION OF ORGANIZATION	N 1g. ORG	ANIZATIONAL ID #, if any	•		
		ORGANIZATION DEBTOR	LLC	ILLINOIS				NONE	
2. A	DDITIONAL DEBTOR	S EXACT FULL	LEGAL NAME - insert only one	ebtor name (2a or 2b) - do not abbreviate	or combine names				
	2a. ORGANIZATION'S NAM	ИE							
_									
OR	R 2b. INDIVIDUAL'S LAST NAME			FII ST NAME	MIDDLE	MIDDLE NAME		SUFFIX	
				O ,					
2c. 1	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COU	NTRY	
				'/)x		ľ	- }		
2d. <u>\$</u>	SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF JRC ANIZATIO	N 2g. ORG	ANIZATIONAL ID #, if any	•		
		ORGANIZATION DEBTOR	I					NONE	
3. S	ECURED PARTY'S N	IAME (or NAME of 1	OTAL ASSIGNEE of ASSIGNOR S/F	P) - insert only one secured party name '3a o	or3h)				
	3a, ORGANIZATION'S NAM	ИЕ							
	INLAND HIG	H LEVER	AGE CAPITAL CC	RPORATION	(//				
OR	3b. INDIVIDUAL'S LAST NA	AME	•	FIRST NAME	MICDLE	NAME	SUFI	FIX	
					0,1				
3c. 1	MAILING ADDRESS		.,	CITY	STATE	CSTAL CODE	1	NTRY	
	2901 BUTTER	RFIELD RO	DAD	OAK BROOK	IL	60 523	US	SA	

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE PERSONAL PROPERTY DESCRIBED ON EXHIBIT B WHICH IS LOCATED NOW O.2 IN THE FUTURE ON THE PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND COMMONLY KNOWN AS 3842-48 N. ASHLAND AVENUE, CHICAGO, ILLINOIS.

Box 400-CTCC

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR SELLER/BUYI	ER AG. LIEN NON-UCC FILING		
6. This FINANCING STATEMENT is to be filed [for record] (or recorded ESTATE RECORDS. Attach Addendum	i) in the REAL 7. Check to REQI	UEST SEARCH REPORT(S) on Debtor(s) FEE] [optional]	All Debtors Debtor 1 Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					
RECORDER OF COOK COUNTY, ILLINOIS					

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 3, 4 AND 5 (EXCEPT THAT PART OF SAID LOTS LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 6 (EXCEPT THAT PART THEREOF TAKEN BY THE CITY FOR WIDENING ASHLAND AVENUE) IN CHAFLES J. FORD'S SOUTH OF BLOCK 18 OF BLOCK 18 OF THE SUBDIVISION OGDEN AND OTHERS OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 7 (EXCEPT THE PART THEREOI LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 I,IL.

Office OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:

3842 N. Ashland Avenue, Chicago, Illinois

PERMANENT INDEX NUMBER:

14-19-216-023-0000 14-19-216-024-0000 14-19-216-000-0000

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EXHIBIT B

The collateral consists of all right, title and interest of the Debtor in and to that certain lot, piece or parcel of land together with all buildings and improvements of every kind and description, heretofore or hereafter erected or placed thereon, situate; lying and being in the City of Chicago, County of Cook and State of Illinois, as bounded and legally described in Exhibit A attached hereto and made a part hereof ("Premises") and commonly known as 3842-48 N. Ashland Avenue, Chicago, Illinois, including, without limitation, the following:

- (a). all and singular the tenements, hereditaments, privileges, easements, rights of way, strips and gores of land, licenses and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the reversion. or reversions, remainder and remainders, rents, revenues, income, receipts, issues and profits thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and every part and parcel thereof;
- (b) all right, title and interest of the Debtor, if any, in and to common areas and access roads on adjacent properties heretotore or hereafter granted to Debtor; in and to the land lying in the bed of any street, road, alley or a renue, opened or proposed or hereafter vacated, in front of or adjoining the Premises to the center line thereof or used to provide a means of access to the Premises; in and to adjacent sidewalks, alleys, streets and vaults and all underground and overhead passageways; and any and all rights and interests of every name and nature now or hereafter owned by the Debtor forming a part of andlogued in connection with the Premises andlor the operation and convenience of the buildings and improvements located thereon; and in and to the air space and the rights of use thereof above the Premises; and in and to water and mineral rights;
- (c). all machinery, apparatus, equipment, fittings, fixtures, building materials, and articles of personal property of every kind and nature whatsocyct, other than consumable goods, now or hereafter located in or upon the Premises or any part increof and used or usable in connection with any present or future operation of the Premises (hereinafter called "Equipment") and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-revention, fireextinguishing, refrigerating, ventilating and communications apparatus and electronic monitoring equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, all window and structural cleaning rigs, computer and data processing systems, software and hardware, and all renewals, replacements or articles in substitution therefor of any of the Equipment and all of the right, title. and interest of the Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Security Agreement. It is understood and agreed that all Equipment is appropriated to the use of the Premises and, whether affixed or annexed or not, for the purpose of this Financing Statement shall be deemed conclusively to be conveyed hereby. The Debtor agrees to execute and deliver from time to time, such further instruments as may be requested by the Secured Party to confirm the lien of this Financing Statement on any Equipment;

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- (d) all awards or payments, judgments, settlements and other compensation hereafter made including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of condensation or eminent domain, or (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of the Premises or to any part thereof or any building or other improvement now or hereafter located thereon or easement or other appurtenance thereto to the extent of all amounts which may be secured by this Financing Statement at the date of receipt by the Secured Party of any such award or payment and of the counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment;
- (e) all leasehold estates, right, title and interest of Debtor in any and all leases, subleases, management agreements. arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Premises and improvements or any portion thereof located thereon, now or hereafter existing or entered into including without limitation all security deposits and all deposits and escrows for real estate taxes;
- (f) all goodwill, trade names, option rights, purchase contracts, books and records and general intangibles relating to the Promises, the improvements thereon or the Equipment and all accounts (as defined in the Illinois Uniform Commercial Code. as presently or hereafter in effect), deposit accounts, letter of credit rights, contract rights, instruments, chattel paper (whether electronic or tangible) and other rights of Debt or 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 Debtor related to the Premises or the improvements thereon or the Equipment, and all accounts and monies held in possession of Secured Party for the benefit of Debtor;
- (g) all rents, issues and profits, royalties, avails, income, proceeds and all other benefits derived or owned by Debtor directly or indirectly from the Premises or improvements thereof, including property tax or other tax refunds and utility refunds, rebates and deposits for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with the Premises and not secondarily);
- (h) all of any Debtor's right, title and interest in and to all construction contracts, subcontracts, architectural agreements, brokerage contracts, demolition contracts, engineering contracts, management contracts, service contracts; maintenance contracts, construction and other governmental consents, permits and licenses, surveys, plans, specifications, warranties and guarantees, and all amendments, modifications, supplements, and addenda thereto, which Debtor has, may have, or may subsequently directly or indirectly enter into, obtain or acquire in connection with the improvement, ownership, operation and maintenance of the Premises and the improvements to be constructed thereon. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any of the contracts, plans, specifications, warranties, guarantees and other items referred to herein;

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(i) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereinafter acquire in the Premises;

It being understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. Products and proceeds of the foregoing collateral are also covered (including, without limitation, insurance, indemnity, warranty and guaranty proceeds).

Property of Cook County Clark's Office