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Doc#: 0814009091 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2008 03:27 PM Pg: 1 of 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) PS2	
Corporation Service Company SUITE 2320 33 North LaSalle Street Chicago, IL 60602  573376-2	

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				
INLAND WESTERN CHICAGO BRICKYARD, L.L.C.				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
C/O INLAND REAL ESTATE CORPORATION, 2901 BUTTERFIELD ROAD		LISLE	IL	60532
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR		LLC	DE	
1g. ORGANIZATIONAL ID #, if any				<input type="checkbox"/> NONE
3912324				

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
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR				
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				
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA - ATTN: ASSET MANAGEMENT				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2100 ROSS AVENUE, SUITE 2500		DALLAS	TX	75201
				COUNTRY
				USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral, which relates to the real property described on Exhibit A attached hereto and made a part hereof, includes fixtures, chattel paper, accounts, general intangibles, goods, equipment, inventory, documents, instruments, and all products and proceeds of the foregoing as more particularly described on Exhibit B attached hereto and made a part hereof.

Debtor is the record owner of the real property.

Loan No. 706107926

File with the Recorder of Cook County, Illinois.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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) (ADDITIONAL FEE) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA 28227.000864 - Brickyard Shopping Center

IL-Cook County

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
OR INLAND WESTERN CHICAGO BRICKYARD, L.L.C.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

IL-Cook County

PIN 13-30-404-021-0000, 13-30-404-022-0000,
 13-30-404-023-0000, 13-30-404-024-0000,
 13-30-410-011-0000

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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
				COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert <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
				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:

Certain real property located in Cook County, Illinois, and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

16. Additional collateral description:

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 Estate18. 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"

Legal Description

PARCEL 1:

LOTS 3, 4, 5 AND 6 of the Brickyard subdivision, being a subdivision of part of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat of Subdivision recorded as Document 0332519132 of the Cook County Recorder of Deeds.

PARCEL 2:

A strip of land in the East $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, lying east of the Third Principal Meridian, bounded and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the North line of West Fullerton Avenue, as shown on Document 10441963, with the East line of and easement as described in Exhibit III, Document 20988969, being a line 50.00 feet East of and parallel with the West line of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section being also the East line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way; thence along the following courses being the East line of the aforesaid easement as described in Exhibit III, Document 20988969; North 00 Degree, 45 Minutes, 40 Seconds East, a distance of 180.00 Feet; thence West, a distance of 11.00 feet; thence North 00 Degree, 45 Minutes, 40 Seconds West, a distance of 159.272 feet; thence Southeasterly, a distance of 208.85 feet along the arc of a circle, a distance of 565.00 feet radius, convex Southwesterly and whose chord bears South 11 Degrees, 21 Minutes, 2.5 Seconds East; thence South 21 Degrees, 55 Minutes, 25 Seconds East along a line tangent to said arc, a distance of 146.23 feet to the Point of Intersection with the aforesaid North line of West Fullerton Avenue; thence West along said North line, a distance of 80.00 feet to the POINT OF BEGINNING, all in Cook County, Illinois.

PARCEL 3:

Easement for the benefit of Parcel 1, as created by grant from the National Bank of Austin, a national banking association, as trustee under Trust Agreement dated April 29, 1964 and known as Trust Number 3760, to Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 1, 1974 and known as Trust Number 65000 and Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated January 2, 1976 and known as Trust Number 1068300, said grant being dated December 31, 1976 and recorded on June 3, 1977 as Document 23953919 of a perpetual non-exclusive easement for ingress and egress to and from Parcel 1 and to and from Narragansett Avenue and for the benefit of and appurtenant to Parcel 1 and all portions of said Parcel 1, over, on and through said Parcel "C"-2, being more particularly described as follows:

A strip of land in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, east of the Third Principal Meridian, bound and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the West line of North Narragansett Avenue, being a line 33.000 feet West of and parallel with the East line of the Southeast $\frac{1}{4}$ of said Section, with a line drawn 690.00 feet North of and parallel with the North line of West Fullerton Avenue according to Document 10441963; thence West along the last described line, a distance of 315.00 feet; thence South 78 Degrees, 16 Minutes, 03 Seconds East, a distance of 122.931 feet to a line drawn 665.00 feet North of and parallel with the aforesaid North line of West Fullerton Avenue; thence East along said parallel line, a

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distance of 195.00 feet to the aforesaid West line of North Narragansett Avenue; thence North 00 Degree, 49 Minutes, 53 Seconds West along said West line, a distance of 25.00 feet to the POINT OF BEGINNING, in Cook County, Illinois.

PARCEL 4:

Easement for the benefit of Parcel 1, as created by grant from the National Bank of Austin, a national banking association, as trustee under Trust Agreement dated April 29, 1964 and known as Trust Number 3760, to Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated May 1, 1974 and known as Trust Number 65000 and Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated January 2, 1976 and known as Trust Number 1068200, said grant being dated December 31, 1976 and recorded on June 3, 1977 as Document 23953919 of a perpetual non-exclusive easement for ingress and egress to and from Parcel 1 and to and from West Fullerton Avenue and for the benefit of and appurtenant to the said Parcel 1 and all portions of said Parcel 1, over, on and through said Parcel "A" being more particularly described as follows:

A strip of land in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, east of the Third Principal Meridian, bound and described as follows:

BEGINNING AT THE POINT OF INTERSECTION of the West line of North Narragansett Avenue, being a line 33.000 feet West of and parallel with the East line of the Southeast $\frac{1}{4}$ of said Section, with a line drawn 690.00 feet North of and parallel with the North line of West Fullerton Avenue according to Document 10441963; thence West along the last described parallel line, a distance of 650.00 feet; thence South 49 Degrees, 35 Minutes, 00 Second West along a line forming an angle of 40 Degrees, 25 Minutes, 00 Second with the prolongation of the last described line (as measured from West to South West), a distance of 139.00 feet; thence South 30 Degrees, 00 Minute, 54 Seconds West, a distance of 77.731 feet to the Point Of Beginning of the herein described strip of land; thence continuing South 30 Degrees, 00 Minute, 54 Seconds West, a distance of 78.012 feet to a point which is 837.00 feet (measured parallel with the aforesaid North line of West Fullerton Avenue) West of the aforesaid West line of North Narragansett Avenue and 465.00 feet (as measured parallel with the aforesaid West line of North Narragansett Avenue) North of the aforesaid North line of West Fullerton Avenue; thence South 00 Degree, 49 Minutes, 53 Seconds East along a line parallel with said West line of North Narragansett Avenue, a distance of 300.00 feet; thence West and parallel with said North line of West Fullerton Avenue, a distance of 16.50 feet; thence South 00 Degree, 49 Minutes, 53 Seconds East, a distance of 25.00 feet; thence West a distance of 16.50 feet; thence South 00 Degree, 49 Minutes, 53 Seconds East, a distance of 140.00 feet to said North Line of West Fullerton Avenue; thence East along said North Line, a distance of 73.004 feet to a line drawn 796.996 feet (measured parallel with the aforesaid North line of West Fullerton Avenue) West of and parallel with the West line of North Narragansett Avenue; thence North 00 Degree, 49 Minutes, 53 Seconds West along said parallel line, a distance of 532.557 feet to the hereinabove designated POINT OF BEGINNING, all in Cook County, Illinois.

PARCEL 5:

Easement for the benefit of parcel 1, as created by Declaration of Easement dated October 17, 1969 and recorded October 17, 1969 as Document 20988969 by the National Bank Of Austin, a national banking association, as trustee under Trust Agreement dated May 20, 1969 and known as Trust Number 4729 of a permanent and non-exclusive easement for a private street and legally described as that part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows:

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COMMENCING at the intersection of the east right of way of the Chicago, Milwaukee and St. Paul Railroad and the north line of West Fullerton Avenue (being 50.00 feet north of the south line of said southeast 1/4); thence east along said north line of West Fullerton Avenue, a distance of 50.00 feet; thence north parallel to the east right of way line of the Chicago, Milwaukee and St. Paul Railroad, a distance of 180.00 feet; thence west parallel to said north line of West Fullerton Avenue, a distance of 11.00 feet; thence north parallel to the east right of way line of the Chicago, Milwaukee and St. Paul Railroad, a distance of 1135.17 feet; thence west parallel to the said north line of West Fullerton Avenue, a distance of 39.00 feet to the east right of way line of Chicago, Milwaukee and St. Paul Railroad; thence south along said east line of said right of way of the Chicago, Milwaukee and St. Paul Railroad, a distance of 1315.17 feet, more or less to the place of beginning, in Cook County, Illinois, and as modified by instrument dated December 8, 1975 and recorded December 29, 1975 as Document 23337090 by the National Bank of Austin, a national banking association, as trustee under Trust number 4729 to include also a perpetual non-exclusive easement for ingress and egress over:

A strip of land, 39.00 feet in width in the east 1/2 of the southeast 1/4 of Section 30, Township 40 North, Range 13, east of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the east line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way, being the west line of the east 1/2 of the southeast 1/4 of said Section, said point being 1445.178 feet (as measured along said west line) north of the north line of West Fullerton Avenue, as shown on Document 10441963; thence North 39 Degrees, 14 Minutes, 20 Seconds East along a line drawn perpendicular to said east right of way line, a distance of 39.00 feet; thence South 00 Degree, 45 Minutes, 40 Seconds East, a distance of 130.526 feet to the northerly terminus of an easement as described in Exhibit III, in Document 20988969; thence west along said northerly terminus, a distance of 39.00 feet to said east right of way line; thence North 00 Degree, 45 Minutes, 40 Seconds West along said east right of way line, a distance of 130.008 feet to the POINT OF BEGINNING, all in Cook County, Illinois.

PARCEL 6:

Easements for the benefit of Parcel 1, as created by Operation and Easement Agreement between Target Corporation, Lowes Home Centers Inc. and W9 MLM Brickyard LLC recorded March 5, 2004 as Document 0406539106 and rerecorded May 12, 2004 as Document 0413339084, as amended by documents recorded May 12, 2004 as Document 0413339085 and March 15, 2005 as Document 0507433051.

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Exhibit B

DESCRIPTION OF PERSONAL PROPERTY SECURITY

All of Borrower's right, title and interest in, to and under the following:

1. All machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, owned by Borrower, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "Land"), and all improvements located thereon (the "Improvements") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.
2. All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Land, the Improvements, or any of the personal property described in this Exhibit B.
3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Borrower in connection with the Land, the Improvements, or any of the personal property described in this Exhibit B.
4. All right, title, and interest of Borrower in and to the name and style by which the Land and/or the Improvements is known, including trademarks and trade names relating thereto.
5. All right, title, and interest of Borrower in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Land and/or the Improvements.
6. All interests, estates, or other claims or demands, in law and in equity, which Borrower now has or may hereafter acquire in the Land, the Improvements, or the personal property described in this Exhibit B.
7. All right, title, and interest owned by Borrower in and to all options to purchase or lease the Land, the Improvements, or any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Land, the Improvements, or any of the personal property described in this Exhibit B.
8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Borrower now has or may hereafter acquire in the Land, the Improvements, or any of the personal property described in this Exhibit B, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

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9. All right, title, and interest of Borrower in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements, including all of Borrower's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Land and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Borrower under any loan commitment, lease, contract, declaration of covenants, restrictions and easements or like instrument, developer's agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Land and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

BORROWER IS THE RECORD TITLE HOLDER AND OWNER OF THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

ALL TERMS USED IN THIS EXHIBIT B (AND NOT OTHERWISE DEFINED IN THIS EXHIBIT B) SHALL HAVE THE MEANING, IF ANY, ASCRIBED TO SUCH TERM UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED AND IN FORCE IN THE JURISDICTION IN WHICH THIS FINANCING STATEMENT HAS BEEN FILED/ RECORDED (THE "U.C.C.").

WITH RESPECT TO ANY FINANCING STATEMENT TO WHICH THIS EXHIBIT B IS ATTACHED, THE TERM "BORROWER" SHALL MEAN "DEBTOR" AS SUCH TERM IS DEFINED IN THE CODE.