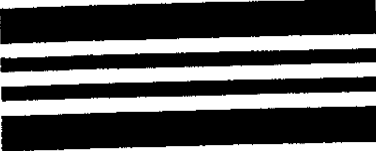


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Doc#: 0921019039 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/29/2009 02:47 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions - SWAT
4400 Easton Commons Way
Suite 125
Columbus, OH 43219

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 Parkside Terraces Limited Partnership						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 5100 West Harrison Street			CITY Chicago	STATE IL	POSTAL CODE 60644	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Partnership	1f. JURISDICTION OF ORGANIZATION Illinois	1g. ORGANIZATIONAL ID #, if any IL S007858		<input 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 Fannie Mae						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS c/o Enterprise Mortgage Investments, Inc., 10277 Wincopin Cir., Ste 800			CITY Columbia	STATE MD	POSTAL CODE 21044	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All interests in property described on Exhibit B attached hereto, located on, or related to the use of the real property described on Exhibit A attached hereto.

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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						51

Real Estate Records of Cook County, Illinois (Ref. EMI/Parkside)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)
DEUCC1PNAT - 12/17/2002 C T System Online

EMI Parkside Terrace UCC Real Estate.pdf

Handwritten notes: E, ST, MN, PL, S, 4

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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 Parkside Terraces Limited Partnership		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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
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 <input checked="" type="checkbox"/> ASSIGNOR'S NAME - insert only one name (12a or 12b)					
12a. ORGANIZATION'S NAME Enterprise Mortgage Investments, Inc.					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 10277 Wincopin Circle, Suite 800			CITY Columbia	STATE MD	POSTAL CODE 21044
					COUNTRY USA

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 A ATTACHED HERETO AND INCORPORATED HEREIN.

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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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EXHIBIT A

LEGAL DESCRIPTION

***PARCEL 1:

LOTS 40 AND 41 (EXCEPT THE EAST 7 FEET OF SAID LOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH HALF OF LOT 9 AND ALL OF LOTS 10 AND 11 AND THE NORTH HALF OF LOT 12 IN BLOCK 1 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 38 AND 39 (EXCEPT THE EAST 7 FEET OF SAID LOTS CONVEYED TO THE TOWN OF CICERO FOR STREET) IN BLOCK 2 IN HENRY WALLER'S SUBDIVISION OF THE SOUTH 43 3/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

PERMANENT REAL ESTATE INDEX NUMBERS:

PERMANENT REAL ESTATE INDEX NO. 16-08-416-024
Affects: Parcel 1

PERMANENT REAL ESTATE INDEX NO. 16-08-417-007
Affects: Parcel 2

PERMANENT REAL ESTATE INDEX NO. 16-08-416-023
Affects: Parcel 3

COMMONLY KNOWN AS:

128 THROUGH 132 NORTH PARKSIDE AND
143 NORTH PARKSIDE
CHICAGO, ILLINOIS, 60644

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EXHIBIT B

TO MULTIFAMILY MORTGAGE AND TO FINANCING STATEMENTS

DESCRIPTION OF COLLATERAL

As used herein, the term "Borrower" shall mean and include the terms "Mortgagor," "Grantor," and "Debtor."

This Exhibit B is attached to, and incorporated by reference in, one or more documents executed and delivered by Borrower in connection with financing for the Project (hereinafter defined), including (i) a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Mortgage"), and (ii) one or more Uniform Commercial Code Financing Statements.

This Exhibit B refers to the following collateral, which may now, or hereafter, be located on the premises of, relate to, or be used in connection with, the purchase, construction, equipping, repair, ownership or operation of a certain multifamily housing facility known as **PARKSIDE TERRACES APARTMENTS** located in the City of Chicago, Cook County, Illinois (the "Project") in which **PARKSIDE TERRACES LIMITED PARTNERSHIP**, an Illinois limited partnership, the debtor (hereinafter referred to as "Borrower"), has an interest now or hereafter existing or acquired:

1. All materials now owned or hereafter acquired by Borrower and intended for construction, reconstruction, alteration or repair of any building, structure or improvement now or hereafter erected or placed on the real property described on Exhibit A to the instrument to which this Exhibit B is also attached (the "Mortgaged Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and personal property of every kind and description whatsoever, now owned or hereafter acquired by Borrower and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation: all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers, all generating equipment, all pumps, tanks, ducts, conduits, wire, switches, electrical equipment; all piping, tubing, plumbing equipment and fixtures, all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power, security and communications equipment, systems and apparatus; all water coolers, and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stove, ovens, refrigerators, garbage disposals, dishwashers, kitchen, dining equipment and table service, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Mortgaged Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Mortgaged Property in any manner; all except for any right, title or interest therein owned by any resident of the project (it being agreed by the parties to any Security Instrument to which this Exhibit B is attached, that all personal property owned by Borrower and placed by it on the Mortgaged Property shall, so far as permitted by law, be deemed to be affixed to the Mortgaged Property, appropriated to its use, and covered by the applicable Security Instrument).

FNMA CONTRACT NO. 982718

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3. All of Borrower's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Mortgaged Property or any part thereof by the exercise of power of condemnation or eminent domain, or police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Mortgaged Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to ENTERPRISE MORTGAGE INVESTMENTS, INC., as creditor, its successors, transferees and assigns (hereinafter referred to as "Noteholder"), who is hereby authorized (subject to the relevant provisions of the applicable Security Instrument), to collect and receive the proceeds thereof and to give proper receipts and acquittance therefor and to apply, at its option, the net proceeds thereof, after deducting expenses of collection, as a credit upon any portion, as selected by Noteholder, of the indebtedness secured by the Mortgage.
4. All of the Borrower's rights, title and interest in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Mortgaged Property or any portion thereof, or any of the other property described herein.
5. The interest of Borrower in all of the rents, royalties, fees, issues, profits, revenues, income and other benefits of the Mortgaged Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of Borrower in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all management or operating agreements and leases and subleases of the Mortgaged Property, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, with limitation, all cash or securities deposited thereunder to secure performance by the lessees, tenants, residents or contractors or agents of their obligations thereunder (subject, however, to the rights of such parties therein).
6. All of Borrower's rights, options, powers and privileges in and to (but not Borrower's obligations and burdens under) any construction contract, architectural and engineering agreement and management contract or operating agreement pertaining to construction, development, ownership, equipping and management of the Mortgaged Property and all of Borrower's right, title and interest in and to (but not Borrower's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for constructions, operation and maintenance of, or provision of services to, the Mortgaged Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Mortgaged Property.
7. All intangible personal property, accounts, licenses, permits, certificates of need or other health care permits (if applicable), approvals and licenses, instruments, contract rights, and chattel paper of the Borrower, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
8. The interest of Borrower in and to any cash escrow fund and in and to any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Noteholder or any of its agents, branches, affiliates,

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correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien against that the Noteholder may otherwise enjoy under applicable law.

9. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

10. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.

11. Any of the above arising or acquired by Borrower or to which Borrower may have a legal or beneficial interest in on the date hereof and at any time in the future.

12. Any of the above which may become fixtures by virtue or attachment to the Mortgaged Property.

13. All of the records and books of account now or hereafter maintained by or on behalf of Borrower in connection with the Project.

14. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

WAS1-246767.1