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(9-17-09)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] HEATHER J. ROSE, 847-272-0800 B. SEND ACKNOWLEDGMENT TO: (Name and Address)

> HEATHER J. ROSE ERICKSON-PAPANEK-PETERSON-ROSE 1625 SHERMER ROAD NORTHBROOK, IL 60062



Doc#: 0927447053 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/01/2009 10:49 AM Pg: 1 of 4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEG 41 .1/ ME - insert only one debtor name (1a or 1b	o) - do not abbreviate or combine names		
1a. ORGANIZATION'S NAME	COMPANY T	T C	
EVANGELICAL COVENANT CHUR OR 16. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5101 N. FRANCISCO AVE.	CHICAGO	STATE POSTAL CODE IL 60625	USA
1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGA IZATION ORGANIZATION LLC	11. JURISDICTION OF ORGANIZATION ILLINOIS	1g. ORGANIZATIONAL ID #, if any	NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only a 18	d .bt . name (2a or 2b) - do not abbreviate or comb	nine names	
2a. ORGANIZATION'S NAME	7		
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 2e. TYPE OF ORGANIZATION DEBTOR DEBTOR	2f. JURISDICTION OF OF SANIZATION	2g. ORGANIZATIONAL ID #, if an	y NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS 3a. ORGANIZATION'S NAME	S/P) - insert only <u>one</u> secured party name (3a 1/3-)	h/	
OR NATIONAL COVENANT PROPERTIES 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	IMIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 5101 N. FRANCISCO AVE.	CHICAGO	STA E OSTAL CODE	USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC 6. This Financing STATEMENT is to be filed [for record] (or recorded) in the REAL [7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 Debtor 3 Debtor 4 Debtor 4 Debtor 5 Debtor 6 Debtor 6 Debtor 6 Debtor 6 Debtor 7 Debtor 8 Debtor 8 Debtor 9 Debtor 9 Debtor 1 Debtor 9 Debtor 1 Debtor 9 Debtor	FILING Debtor 2
8. OPTIONAL FILER REFERENCE DATA COOK COUNTY - 8303 W. HIGGINS ROAD	

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SCHEDULE A TO UCC-1 FINANCING STATEMENT

DEBTOR:

THE EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C., an

Illinois limited liability company

SECURED PARTY:

NATIONAL COVENANT PROPERTIES, an Illinois not for profit corporation

DESCRIPTION OF COLLATERAL

All right, title and interest in, to and under any and all of the following described property:

- 1. All personal property of the Debtor, including, but not limited to, all equipment, vehicles, computers, panters, office equipment, furniture, sound equipment and musical instruments owned by Debtor and located at the property of the Debtor used solely in the operation of the business of the Debtor and all additions thereto made by Debtor in the ordinary course of business;
- 2. Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone in its behalf to Secured Party;
- The real estate described in Exhibit A hereto, together with the entire interest (whether now 3. owned or hereafter acquired) in and to said real estate and the entire interest of the Debtor in and to all personal property located thereon (including all furniture, appliances, machinery and equipment) and all buildings, structures, improve nen s and appurtenances now standing, or at any time hereafter constructed upon such real eacte, including all right, title and interest of the Debtor in and to all building materials, building equipment and fixtures of every kind and nature whatsoever on said real estate or in any building, structure or improvement now or hereafter constructed on said real estate, and the reversion or reversions, remainder or remainders, in and to said real estate, and to getter with the entire interest of the Debtor in and to all and singular the tenements, hereaftererts, easements, rights of way, rights, privileges and appurtenances to said real estate, belonging or in any wise appertaining thereto, and all right, title and interest of the Debtor in and to any streets, ways or alleys adjoining said real estate or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Debtor either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that so far as may be permitted by law, all tangible property now owned or hereafter acquired by the Debtor and affixed to or attached to said real estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Debtor; provided however, that equipment which may be attached or affixed to said real estate shall not be deemed to be fixtures to said real estate unless such equipment cannot be removed and the structures restored without material damage to said real estate;

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- All right, title and interest of Debtor as lessor or as the party otherwise entitled to the receipt 4. of moneys under any of the following agreements in, to and under any and all leases, rental agreements, occupancy agreements or similar agreements for occupation, now or hereafter existing, together with all rents and other sums, due or becoming due thereunder, with full right and authority to operate, maintain, manage and lease the real estate described in Exhibit A hereto or any part thereof, to collect all rents and other sums and to give receipts and acquittances therefor, which leases, contracts or rental agreements cover or appertain to all or any portion of the real estate described in Exhibit A hereto. This assignment covers and applies to any and all such leases, contracts and assignments now or during the term of the First Mortgage from Debtor as Mortgagor to Secured Party as Mortgagee dated September 10, 2009 ("Mortgage") in the original principal amount of \$3,000,000, and recorded as Document No. 09274400 in the Official Records of the Cook County Recorder's Office, which Mortgage secures the payment of that certain Mortgage Note Secured by Real Estate ("Note") from Debtor as Borrower to Secured Party as Lender dated September 10, 2009. No payment of rents to the Secured Party (as hereinafter defined) shall occur unless and until there shall be a default and notification of such default to the Debtor under the terms of the Mortgage. This assignment of rents provision described above is subject to any state or federal law limitations and is enforceable to the extent that it does not violate any state or federal laws, or result in Debtor losing a license or other governmental authorization necessary to conduct its business as presently conducted;
- (A) Any and all judgments, settlements, claims, awards, insurance proceeds and other 5. proceeds and compensation, and interest thereon (collectively, "Compensation"), heretofore made or hereafter to be made or payable in connection with any casualty or other damage to the property described in Paragraph 5 and Paragraph 6, or any part of such property or any rights appurtenant thereto, or in connection varia any condemnation proceedings affecting such property or rights or any taking under power of eminent domain or any conveyance in lieu of or under threat of any such taking) of suc 1 property rights, including, without limitation, any and all Compensation for change of grade of streets or any other injury to or decrease in the value of such property or rights; (B) any and all proceeds of any sales, assignments or other dispositions of such property or rights; (C) any and all refunds of insurance premiums, taxes, assessments, water charges, sewer rents or other impositions in respect of any such property or rights; (D) all permits, licenses, approvals, actions and rights in action (including, without limitation, all rights to insurance proceeds and unearned or refunded premiums) arising from or relating to any such property or rights; and (E) all proceeds, products, replacements, additions, substitutions, renewals, accessions, accretions and relictions of and to such property or rights;
- 6. Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone in its behalf to Secured Party.

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DESCRIPTION OF LAND

THAT PART OF LOTS 1 AND 50 AND VACATED NORTH FAIRVIEW AVENUE ADJOINING SAID LOTS 1 AND 50 TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINES OF SAID LOT 50 EXTENDED, THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AS EXTENDED 87 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE STRAIGHT EAST LINE AFORESAID, 20 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE 49.85 FEET, THENCE SOUTHEASTERLY 103.09 FEET TO A POINT IN SAID EASTERLY LINE OF SAID LOT 125.48 FEET FROM THE SAID INTERSECTION OF THE STRAIGHT NORTHERLY AND EASTERLY LINES OF SAID LOT AS EXTENDED; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG SOUTH LINE OF SAID LOT 1 TO SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG NORTH LINE OF SAID LOT 1 BEING ALSO THE SOUTH LINE OF HIGGINS ROAD TO THE AFORESAID INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINE OF SAID LOT 50 EXTENDED, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN HIGGINS ROAD ADDITION BEING A SUBDIVISION OF LOTS 13, 14 AND 15 IN PENNOYER SUBDIVISION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCE AL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

12-02-414-018-0000; 12-02-415-001-0000

Property Address:

OCONTRACO 8303 West Picgins Road, Chicago, Illinois 60631