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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2016 10:33 AM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa S. Sauer, (312) 985-5532
B. E-MAIL CONTACT AT FILER (optional) lsauer@clarkhill.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Lisa S. Sauer Clark Hill PLLC 150 N. Michigan Avenue, Suite 2700 Chicago, IL 60601

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME EMERSON SKOKIE PARTNERS, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 180 N. MICHIGAN AVENUE, SUITE 300		CITY CHICAGO	STATE IL	POSTAL CODE 60601
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME WINTRUST BANK				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 231 S. LASALLE STREET, SUITE 200		CITY CHICAGO	STATE IL	POSTAL CODE 60604
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
SEE EXHIBITS A AND B ATTACHED HERETO AND MADE A PART HEREOF

Box 400

S Y
P G
S N
SC Y
INT D

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	

8. OPTIONAL FILER REFERENCE DATA:
COOK COUNTY

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

EMERSON SKOKIE PARTNERS, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**SEE EXHIBIT B ATTACHED HERETO AND MADE A PART
HEREOF**

17. MISCELLANEOUS:

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EXHIBIT A

Debtor: EMERSON SKOKIE PARTNERS, LLC

Secured Party: WINTRUST BANK

Debtor has granted to Secured Party a security interest in the property owned by Debtor and described as follows:

(a) All personal property of every nature whatsoever now or hereafter owned by Debtor and on, or used in connection with the real estate legally described on Exhibit B hereto (the "Real Estate") or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf;

(b) Any and all rents, revenues, issues, profits, proceeds, income, royalties, accounts, including health-care insurance receivables, escrows, reserves, impounds, security deposits and other rights to monies now owned or hereafter acquired and arising from or out of the Real Estate and/or the businesses and operations conducted by Debtor thereon;

(c) All fixtures and articles of personal property now or hereafter owned by Debtor and forming a part of or used in connection with the Real Estate or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

(d) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Real Estate or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Real Estate or improvements thereon or proceeds of any sale, option or contract to sell the Real Estate or improvements thereon or any portion thereof;

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(e) Any and all other personal property of any kind, nature or description, whether tangible or intangible, (including without limitation, any and all goods, contract rights, franchises, licenses, permits, chattel paper (including electronic chattel paper), money, equipment, deposit accounts, documents, investment property, instruments, letter-of-credit rights, supporting obligations, and general intangibles including payment intangibles) of Debtor relating to or used in connection with the operation or maintenance of the Real Estate, whether now owned or hereafter acquired, or in which Debtor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise);

(f) Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing; and

(g) All of the books and records pertaining to the foregoing.

Debtor acknowledges and agrees that, with respect to any term used herein that is defined in either (a) Article 9 of the Uniform Commercial Code as in force in the jurisdiction in which this Financing Statement, as authorized under the Security Agreement between Debtor and Secured Party, was filed at the time that it was filed or (b) Article 9 as in force at any relevant time in the jurisdiction in which the Financing Statement is filed, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.

Debtor further acknowledges and agrees that this Financing Statement covers and is intended to cover, all assets of the Debtor.

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT NUMBER 0608239035.

(EXCEPT THE FOLLOWING TRACTS DEDICATED FOR EMERSON STREET AND GROSS POINT ROAD, BY PLAT OF DEDICATION RECORDED JANUARY 31, 2013 AS DOCUMENT 1303116003)

TRACT A:

THAT PART OF LOTS 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WITH THE EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD PER DOCUMENT NO. 187576627; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS EAST ALONG SAID ROW LINE, 242.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EMERSON STREET PER DOCUMENT 0608239034; THENCE NORTH 54 DEGREES 55

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MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1.84 FEET SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG A LINE 1.50 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD, 243.31 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF LOT 2, THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT B:

THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND PREVIOUSLY DEDICATED FOR EMERSON STREET PER DOCUMENT NUMBER 0608239035, THENCE NORTH 86 DEGREES 37 MINUTES 33 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EMERSON STREET PER DOCUMENT NUMBER 18757627, A DISTANCE OF 157.00 FEET, THENCE NORTH 89 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 114.92 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 3.78 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, 116.32 FEET; THENCE SOUTH 80 DEGREES 15 MINUTES 02 SECONDS WEST, 163.14 FEET TO THE SOUTHEASTERLY LINE OF SAID PREVIOUSLY DEDICATED EMERSON STREET; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 9.09 FEET TO THE PLACE OF BEGINNING

TRACT C:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EMERSON STREET WITH THE NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, THENCE SOUTH 42 DEGREES 44 MINUTES 02 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, 15.00 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 04 SECONDS WEST, 21.23 FEET TO SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET; THENCE SOUTH 47 DEGREES 10 MINUTES 01 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET, 15.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE COMMONLY KNOWN AS: "Emerson Crossing," the 2.53 acre site located at the intersection of Skokie Boulevard, Emerson Street and Gross Point Road, Skokie, Illinois **60076**

PERMANENT IDENTIFICATION NUMBERS: 10-15-115-017-0000 AND 10-15-115-020-0000