CC A7-12/05/86/NOFFICIAL COPY

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS	, n	*2202719058*			
A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-	-3282 Fax: 818-6	විට. 662-4141	# 22027190	358 Fee \$88.0	9
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com		RHSP		RF FEE: \$1.00	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 3(6466 - THOMPS		COUNTY CLERK	н	
Lien Solutions				11:10 PM PG: 1	ne a
P.O. Box 29071 Glendale, CA 91∠09 9071	ILIL		* * * * * * * * * * * * * * * * * * *		Jr 6
File vith. Cook, IL		THE ABO	OVE SPACE IS F	OR FILING OFFICE U	SE ONLY
1. DEBTOR'S NAME: Provide only (12 D. btor name (1a or 1b) (in name will not fit in line 1b, leave all of item 1 bland, check here 1a. ORGANIZATION'S NAME 3900 ASHLAND OWNER LLC		•			
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5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representation	ve
Sa. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check only if applicable and check only one box:	
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buye	/er Bailee/Bailor Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 81654746 IL - Cook County c/m 54581-216148	Υ	
	Proposed by Line Solutions, P.O. Box 20071	

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UCC FINANCING STATEMENT ADDENDUM

OLLOW INSTRUCTIONS	Protocologic Stick de	7		
NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Specause Individual Debtor name did not fit, check here	Statement; if line 1b was left blank			
9a. ORGANIZATION'S NAME		1		
3900 ASHLAND OWNER LLC		_		
9b. INDIVIDUAL'S SURNAME		1		
FIRST PERSONAL N/ 4É		4		
ADDITIONAL NAME(S)/INIT AL(\$)	SUFFIX	1		
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Exhibit "A" To UCC-1 Fixture Financing Statement

NORTHBROOK BANK & TRUST COMPANY, N.A., as Secured Party, 3900 ASHLAND OWNER LLC, a Delaware limited liability company, as Debtor

Debtor hereby grants to Secured Party a security interest in and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party the property described as follows (hereinafter referred to collectively as the "Collateral"):

- A. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever, including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, conduits, switchboards pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the Property or in any building or improvements now located thereon or kereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.
- B. All equipment, material, inventory and sapplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise), in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.
- C. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered into by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to nonperformance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said contractor(s), and all plans and specifications, drawings, models and work product relating to the building and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.
- D. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of the Debtor's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor in connection with the ownership,

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construction, maintenance, use, operation, leasing or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, and end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

- E. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.
- F. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.
- G. Any and all contracts for the purchase or sale of the Property or any of the improvements to be built on the Property
- H. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.
- I. All proceeds of, substitutions and replacements for, accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether interded as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.
- J. Any and all right, title and interest of Debtor in and to any and all rents, leases and security deposits.
- K. A lien upon and security interest in (and Secured Party may, without demand or notice of any kind, when any amount shall be due and payable by Debtor, appropriate and apply toward the payment of such amount, in such order of application as Secured Party may elect) any and all balances, credits, deposits, accounts or monies of or in the name of Debtor now or hereinafter in the possession of Secured Party and any and all property of every kind or description of or in the name of Debtor now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, Secured Party or any agent or bailee for Secured Party. Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois in respect to such property, including without limitation, the right to sell or otherwise dispose of any or all of such property.

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Exhibit "B" To UCC-1 Fixture Financing Statement

NORTHBROOK BANK & TRUST COMPANY, N.A., as Secured Party, 3900 ASHLAND OWNER LLC, a Delaware limited liability company, as Debtor

THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF WEST PERSHING ROAD, SAID POINT BEING 33.00 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE AND 1040.04 FEET, MEASURED PARALLEL WITH SAID NORTH LINE, WEST FROM THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 515.58 FEET; THENCE EAST ALONG A LINE WHICH IS 548.58 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 264.93 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING LAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 710.66 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SOUTH ASHLAND AVENUE, AS NOW LOCATED AND WIDENED BY CONDEMNATION CASE OF THE C.R.CUIT COURT OF COOK COUNTY, DOCKET NO. B-71138. SAID POINT OF INTERSECTION BEING 64.93 FEET, MEASURED PERPENDICULARLY, WEST OF THE EAST LINE OF THE NORTHEAST 1/4 AFORESAID: THENCE NORTHERLY ALCAC SAID WEST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, 133.75 FEET TO A POINT ON SAID WEST LINE WHICH IS 68.38 FEET WEST OF THE EAST LINE OF SAIL' NORTHEAST 1/4 AND 340.00 FEET, AS MEASURED ALONG SAID WEST STREET LINE, SOUTH OF THE POINT OF INTERSECTION OF SAID WEST STREET LINE WITH A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHWARDLY ALONG THE WESTERLY LINE OF SOUTH ASHLAND AVENUE AS WIDENED BY ORDINANCE PASSED DECEMBER 7, 1960 AND CONFIRMED BY DEED RECORDED JUNE 21, 1961 AS DOCUMENT NUMBER 1819/4881, A DISTANCE OF 305.70 FEET TO A POINT, SAID POINT BEING 112.50 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE AND 113.00 FEET, MEASURED PERPENDICULARLY, WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTHWESTWARDLY ALONG THE WESTERLY LINE OF SCUT'H ASHLAND AVENUE AS WIDENED BY THE AFOREMENTIONED ORDINANCE PASSED DECEMBER 7, 1960, A DISTANCE OF 31.83 FEET TO A POINT, SAID POINT BEING 85.00 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE AND 129.00 FEET, MEASURED PERPENDICULARLY, WEST OF THE EAST LINE OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTHWESTWARDLY ALONG THE WESTERLY LINE OF SOUTH ASHLAND AVENUE AS WIDENED BY THE AFOREMENTIONED ORDINANCE PASSED DECEMBER 7, 1960, A DISTANCE OF 29.87 FEET TO A POINT, SAID POINT BEING 75.00 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE AND 157.14 FEET, MEASURED PARALLEL WITH SAID NORTH LINE, WEST FROM THE EAST LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF WEST PERSHING ROAD AS WIDENED BY CONDEMNATION CASE OF THE SUPERIOR COURT OF COOK COUNTY, DOCKET NO. 502073, BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 AFORESAID, 33.08 FEET; THENCE WESTWARDLY ALONG THE SOUTHERLY LINE OF WEST PERSHING ROAD AS WIDENED, 582.90 FEET TO A POINT, SAID POINT BEING 218.92 FEET, AS MEASURED ALONG THE

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SOUTHERLY LINE OF WEST PERSHING ROAD AS WIDENED, EASTWARDLY FROM THE POINT OF INTERSECTION OF A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 AND THE SOUTHWARD EXTENSION OF THE WEST LINE OF THE EAST 1/2 OF BLOCK 35 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY 504.12 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

(EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 6 AFORESAID AND A LINE DRAWN 548.58 FEET, MEASURED PERPENDICULARLY, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG SAID PARALLEL LINE, 64.92 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF SOUTH ASHLAND AVENUE AS WIDENED BY CONDEMNATION CASE OF THE CIRCUIT COURT OF COOK COUNTY, DOCKET NO. B-71138; THENCE CONTINUING WEST ALONG THE AFORESAID PARALLEL LINE, 190.00 FEET; THENCE NORTHERLY ALONG A LINE DRAWN PARALLEL WITH THE AFORESAID WEST LINE OF SOUTH ASHLAM? AVENUE AS WIDENED, 133.75 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 6 AFORESAID, 190.00 FEET TO A POINT ON THE AFORESAID WEST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, SAID POINT BEING 68.37 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 AFORESAID; THENCE SOUTHERLY, ALONG THE AFORESAID WEST LINE OF SOUTH ASHLAND AVENUE AS WIDENED, 133.75 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

Address of Property: 3900 S. Ashland Avenue Chicago, Illinois 60609 Perma le'it Index No.: 20-06-200-074-0000 20-06-200-075-0000