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1995

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE FINANCING STATEMENT, FORM UCC-2

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)

95 Alyonqulu L.L.C.
c/o Hamilton Partners, Inc.
300 Park Boulevard
Itasca, IL 60143
Attn: Ronald C. Hunt

Secured Party(ies) and address(es)

The Prudential Insurance Company
America
One Prudential Plaza, Suite 1800
Chicago, IL 60601
Attn: Peter L. Ruggiero

DEPT-01 RECORDING \$39.00
 950012 TRAN 4378 05/31/95 10157100
 07217 JM 4-95-352030
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$36.00

1. This financing statement covers the following types (or items) of property:

All right, title and interest of Debtor in and to the property described on Exhibit B, attached hereto and made a part hereof, and located on or used in connection with, or relating to the real property described on Exhibit A attached hereto and made a part hereof. For information purposes only, the property is commonly known as Arlington Place III.

ASSIGNEE OF SECURED PARTY
 95352030

PROPERTY OUT OF TOWNSHIP BY DOC # 95350037

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

See Exhibit A attached hereto and made a part hereof.

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on...) (The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on...) (Strike what is inapplicable) (Describe Real Estate)

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

4. Products of Collateral are also covered.

Additional sheets presented

X Filed with Recorder's Office of Cook County, Illinois

By: See Signature Page attached hereto and make a Signature of (Debtor)

By: part hereof. (Secured Party)*

74-25-568 (DL)

FILING OFFICER COPY - ALPHABETICAL Rev. 3/75

*Signature of Debtor Required in Most Cases; Signature of Secured Party in Cases Covered By UCC 9-407 (7)

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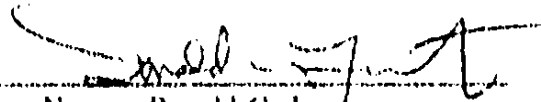
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SIGNATURE PAGE

DEBTOR:

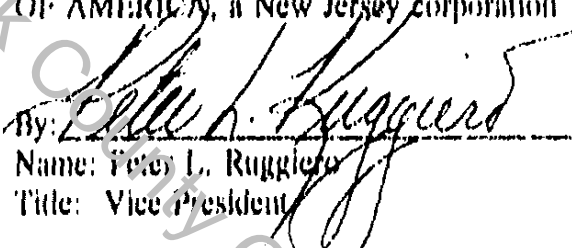
95 ALGONQUIN L.L.C., an Illinois limited liability company

By: H.P. 95 Algonquin L.L.C., an Illinois limited liability company

By: 
Name: Ronald C. Luo
Title: Manager

SECURED PARTY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: 
Name: Peter L. Ruggiero
Title: Vice President

9-30-00-27

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95352030

39^A
36^P
75-8

BOX 333-CTI

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EXHIBIT B

DEBTOR: 95 ALGONQUIN L.L.C., an Illinois limited liability company

SECURED PARTY: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
a New Jersey corporation

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right, title, and interest therein, and all renewals and replacements of such property, substitutions for such property, additions to such property, and the proceeds of any or all of the foregoing, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned:

1. Any and all buildings and improvements, now or hereafter erected or located in or on the real estate described on Exhibit A attached hereto and made a part hereof (the "Land"), including all fixtures (other than any tenant's personal property to the extent Debtor has no ownership interest therein) located upon or within the Improvements (as defined hereinafter), or now or hereafter installed in, or used in connection with any of the Improvements, including any and all machinery, equipment, appliances and fixtures, attachments, furniture, furnishings, carpets, fire sprinklers, alarm systems and other articles of a similar nature, whether or not permanently affixed to the Premises (herein called "Fixtures") that are presently or become so related to such buildings and improvements that an interest in them arises under the real estate laws of the State of Illinois, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, all of which shall be deemed and construed to be part of the realty (collectively, the "Improvements" and, together with the Land, sometimes hereinafter referred to collectively as the "Premises");

2. All items incorporated as part of or attributed or affixed to any of the Premises or other real property included in the Premises or any other interest of Debtor in, to or relating to the Premises, in such manner that such items are no longer personal property under the laws of the State of Illinois;

3. All rents, issues, profits, royalties, income and receipts of any type or kind and other benefits derived from all or any part of the Property, as such term is described in the Mortgage, (collectively, the "Rents");

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4. All easements, rights-of-way and rights used or usable in connection with the Premises or as a means of access thereto, including, without limiting the generality of the foregoing, all rights pursuant to any trackage agreement and all rights pursuant to all covenants, conditions and restrictions and reciprocal easement agreements, all rights to the non-exclusive use of common drive entries, all water and water rights, all air rights, all development rights, and all mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto, together with all tenements, hereditaments and appurtenances thereof and thereto;

5. Any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Premises;

6. All leasehold estates, ground leases, leases, or subleases covering the Premises or any portion thereof now or hereafter existing or entered into (collectively, the "Leases"), and all right, title and interest of Debtor thereunder, including all guaranties thereof, all cash or security deposits, prepaid rentals, and all deposits or payments of similar nature;

7. All plans, specifications, maps, surveys, studies, reports, franchises, permits, licenses, authorizations, trademarks, logos, architectural, engineering and construction contracts, guaranties, warranties and other undertakings covering the quality of performance of work or material under the foregoing contracts and any other contract rights or claims, the deposits made by Debtor pursuant to Paragraph 2.11 of the Mortgage and any account in which such deposits are held, books of account, general intangibles, accounts, inventories and supplies, causes of action, proceeds of insurance and any and all awards made as a result of a taking by eminent domain, or by any proceeding or purchase *in lieu* thereof, of the whole or any part of the 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, insurance policies, Leases, and all other documents, of whatever kind or character, relating to the use, development, occupancy, leasing, sale or operation of the Premises, all of the Fixtures prior to the time they become so related to the Premises that an interest in them arises under the real estate laws of the State in which the Premises are located, and all other personal property now or hereafter located in, upon or about or used in connection with the Property (other than personal property that belongs to any tenant of the Property), together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and non-cash proceeds thereof (collectively, the "Personalty"); and

8. All options to purchase or lease the Premises or any other Property, or any portion thereof or interest therein, in and to any greater estate in the Premises or any other Property.

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EXHIBIT A

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE (THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 45 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT); THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 04 SECONDS, 175.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT); THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECONDS, 102.21 FEET, THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING),

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1983 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TRULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION

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AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52104, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

PIN: 08 16 200 103

Address: 95 W. Algonquin Road
Arlington Heights, IL

95352030

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