

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

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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 on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" 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 to be presented for the secured party.

PROPERTY FILING

Perfection Legal Forms & Printing Co., Rockford, Ill.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
 SKW REAL ESTATE LIMITED PARTNERSHIP
 100 Crescent Court, Ste 1000
 Dallas, TX 75201

2. Secured Party(ies) and address(es)
 GENERAL ELECTRIC CAPITAL CORPORATION
 292 Long Ridge Road
 Stamford, CT 06927

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

96131947

DEPT-01 RECORDING 833.50
 T40003 TRAN 3447 02/21/96 11:45:00
 63973 * LM * -96-131947
 COOK COUNTY RECORDER

ASSIGNEE OF SECURED PARTY

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

See Exhibit A

Asset # MELL 10120

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

3. (If applicable) The above goods are to become fixtures on ~~(The above timber is standing on ...)~~ (Strike what is inapplicable) (Describe Real Estate)
~~accounts will be financed at the wellhead or minehead of the well or mine located on ...~~
 See Exhibit B
 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
 N/A

4. Products of Collateral are also covered.

Additional sheets presented
 Filed with Recorder's Office of Cook County, Illinois.

By: SKW REAL ESTATE LIMITED PARTNERSHIP
 Signature of (Debtor)
 By: *[Signature]*
 (Secured Party)*

*Signature of Debtor Required in Most Cases.
 Signature of Secured Party in Cases Covered by UCC§9-402(2).

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Exhibit A

This financing statement covers all right, title and interest of Debtor in and to the following described real and other property together now owned or hereafter acquired by Debtor:

All those plots, pieces or parcels of land more particularly described in Exhibit B annexed hereto and made a part hereof together with the right, title and interest of Debtor, if any, in and to the streets and in and to the land lying in the bed of any streets, roads or avenues, open or proposed, public or private, in front of, adjoining or abutting said land to the center line thereof, the air space and development rights pertaining to said land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging to, or in any way appertaining to, said land, all easements now or hereafter benefitting said land and all royalties and rights appertaining to the use and enjoyment of said land, including, but without limiting the generality of the foregoing, all alley, vault, drainage, mineral, water, oil, coal, gas, timber and other similar rights (collectively the "Land");

TOGETHER with the buildings and other improvements now or hereafter erected on the Land (the buildings and other improvements being hereinafter collectively referred to as the "Buildings," and the Land together with the Buildings and the Fixtures (hereinafter defined), being hereinafter collectively referred to as the "Real Estate");

TOGETHER with all and singular the reversion or reversions, remainder or remainders, rents, issues, profits and revenues of the Real Estate and all of the estate, right, title, interest, dower and right of dower, curtesy and right of curtesy, property, possession, claim and demand whatsoever, both in law and at equity, of Debtor of, in and to the Real Estate and of, in and to every part and parcel thereof, with the appurtenances, at any time belonging or in any way appertaining thereto;

TOGETHER with all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof and all items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached or affixed to, or constituting a part of, the Real Estate or any portion thereof (collectively the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air conditioning and air-cooling fixtures, systems, machinery, apparatus and equipment, refrigerating, incinerating and power fixtures, systems, machinery, apparatus and equipment, loading and unloading fixtures, systems,



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machinery, apparatus and equipment, escalators, elevators, boilers, communication systems, switchboards, sprinkler systems and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, wiring, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, it being understood and agreed that all of the Fixtures are appropriated to the use of the Real Estate and, for the purposes of this Financing Statement shall be deemed conclusively to be Real Estate and conveyed hereby;

TOGETHER with all drainage, mineral, water, oil, gas, timber and sewer pipes, conduits and wires, and other facilities furnishing utility or other services and other similar rights now or hereafter benefitting the Real Estate or any portion thereof or appertaining thereto;

TOGETHER with Debtor's right, title and interest in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements which now or hereafter may affect the Real Estate or any portion thereof and under any and all guarantees, modifications, renewals and extensions thereof (collectively the "Leases"), and in and to any and all deposits made or hereafter made as security under the Leases, subject to the prior legal rights under the Leases of the lessees making such deposits, together with any and all of the benefits, revenues, income, rents, issues and profits due or to become due or to which Debtor is now or hereafter may become entitled arising out of the Leases or the Real Estate or any portion thereof (collectively the "Rents").

TOGETHER with (a) all unearned premiums, accrued, accruing or to accrue under any insurance policies now or hereafter obtained by Debtor and Debtor's interest in and to all proceeds which now or hereafter may be paid in connection with the conversion of the Real Estate or any portion thereof into cash or liquidated claims, together with the interest payable thereon and the right to collect and receive the same, including, but without limiting the generality of the foregoing, proceeds of casualty insurance, title insurance and any other insurance now or hereafter maintained with respect to the Real Estate or in connection with the use or operation thereof whether or not required by the terms of this Security Agreement (collectively the "Insurance Proceeds"), and (b) all awards, payments and/or other compensation, together with the interest payable thereon and the right to collect and receive the same, which now or hereafter may be made with respect to the Property as a result of (i) a taking by eminent domain, condemnation or otherwise, (ii) the change of grade of any street, road or avenue or the widening of any streets, roads or avenues adjoining or abutting the Land, or (iii) any other injury to, or decrease in the value of, the Property or any portion thereof (collectively the "Awards"), in any of the foregoing circumstances described in clauses (a) or (b) above to the extent of the entire amount of the Indebtedness outstanding as of the date of Secured Party's receipt of any such Insurance Proceeds or Awards, notwithstanding that the entire amount of the Indebtedness may not then be due and payable,

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and also to the extent of reasonable attorneys' fees, costs and disbursements incurred by Secured Party in connection with the collection of any such Insurance Proceeds or Awards. Debtor hereby agrees to make, execute and deliver, from time to time, upon demand, such further documents, instruments or assurances as may be requested by Secured Party to confirm the assignment of the Insurance Proceeds and the Awards to Secured Party, free and clear of any interest of Debtor whatsoever therein and free and clear of any other liens, claims or encumbrances of any kind or nature whatsoever;

TOGETHER with all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate, and in each such case, the foregoing shall be deemed a part of the Real Estate and shall become subject to the lien of this Security Agreement as fully and completely, and with the same priority and effect, as though now owned by Debtor and specifically described herein, without any further filing of any financing statement, mortgage, security agreement, conveyance, assignment or other act by Debtor;

TOGETHER with all of Debtor's rights to further encumber the Property for debt.

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10120	MELL	Homewood/Park Place
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EXHIBIT A 8

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN PARK PLACE PLAZA RESUBDIVISION BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NO. 88546282, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 85929596 EXCEPT:

ALL OF LOT 4 AND THAT PART OF LOT 1 IN PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 692.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 376.44 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 6.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 258.56 FEET, TO A POINT ON THE EAST LINE OF LOT 3 IN SAID SUBDIVISION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 243.16 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 1, BEING A COMMON LINE WITH THE EAST RIGHT-OF-WAY LINE OF HALSTED STREET (70 FEET WIDE); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 185.00 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN SAID SUBDIVISION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 6 AND SAID LINE EXTENDED EAST, A DISTANCE OF 259.00 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 4 IN SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE WEST LINE OF SAID LOT 4, A DISTANCE OF 26.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 576.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF 284.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CONTAINED IN THE PLAT RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282 AND EXCEPT:

THAT PART OF LOT 6 IN THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1988 AS DOCUMENT NUMBER 88546282, DESCRIBED AS FOLLOWS:

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BEING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 AFORESAID;
THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS
EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE
SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST
LINE OF LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST
ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF
LOT 5; THENCE NORTH 21 DEGREES 32 MINUTES 43 SECONDS EAST ALONG SAID
WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
ILLINOIS, AS CONTAINED IN THE PLAT RECORDED NOVEMBER 28, 1988 AS
DOCUMENT NUMBER 88546282.

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