UNO STATE OF CONDAL COPY UNIFORM COMMERCIAL CODE-FINANCING STATEMENT - FORM UCC-2

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This STATEMENT is presented to a filing officer for filing pursua: t to the Uniform Commercial Code.		code. For Filing Officer (Date, Time, Number, and Filing Office)
Debtor(s) (Last Name) and address(es) Sheffield-Diversey, , L.L.C. c/o John E. Hansen 1950 N. Elston Avenue Chicago, IL 60620	Secured Party(les) and address(es LaSalle Bank FSB former! as LaSalle Cragin Bank F 8303 W. Higgins, Sixth F Chicago, IL 60631	SB
1. This financing statement covers the following See attached Schedule A for d collateral.		ASSIGNEE OF SECURED PARTY
American Nat' I Bank and Trust Liproducts of Collateral are also covered Additional sheets presented	tures on [The above timber standing on] [n inelies of the well or mine located on] [7	The above minerals or the like (including oil and strike what is inapplicable) (Describe Real Estate) (11 inois
X File with Recorder's Office of Cool	County, Illinuis. By: Signature of Signature of	Signature of (Deblor) (Secured Party)* Deblor Required in Most Cases; Recured Party in Cases Covered By UCC § 9-402-(2).
This fo	rm of financing statement is approved by th	e Gecretary of State

Holleb & Coff
James Haft, ESP, (10)
55 E. Honras Strite 4100
Chicago, IL 60603



Property of Cook County Clerk's Office

For Filing Officer (Date, Time, This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Number, and Filing Office) Secured Party(les) and address(es) Debtor(s) (Last Name) and address(es) Sheffield-Diversey, L.L.C. c/o John E. Hansen LaSalle Cragin Bank FSB 6000 W. Montrose Avenue 1950 N. Elston Avenue Chicago, IL 60620 Chicago, IL 60634 ASSIGNEE OF SECURED PARTY 1. This financing statement covers the following types (or items) of property: See attached Schedule A for description of collateral. 2. (If collateral is crops) The above describer crops are growing or are to be gown on: (Describe Real Estate) Sheffield-Diversey, . Additional sheats presented Cook . File with Recorder's Office of County, Illinum. ₽By: Signature of (Debtor) 500 (Secured Party)* *Sig.aft.conf Debtor Required in Most Cases; Signature of Secured Party in Cases Covered By UCC § 9-402-(2). Rev. 3/75 FILE COPY-DEBTOR(S) TO THE OFFICE

This form of financing statement is approved by the Secretary of State

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT - FORM UCC-2

SCHEDULE A

DESCRIPTION OF COLLATERAL

All of the Debtor's right, title and interest, now or hereafter acquired, in or to each of the following:

- l. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the real estate described in the attached Exhibit B (hereinafter the "Premises") or any of the improvements now or hereafter located thereon, including without limitation, any and all appliances, equipment, furniture, machinery, all renewals or replacements thereof or articles in substitution therefor, and all property cwned by Debtor and now or hereafter used for similar purposes in or on the Premises;
- 2. All articles or parts now or hereafter affixed to or used in connection with the property described in Paragraph 1 above, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;
- 3. All personal property used or to be used in connection with the operation of the Promises or the conduct of business thereon, including, without limitation, business equipment and inventories located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;
- 4. All contracts now or hereafter relating to the Premises and executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all rights and remedies thereunder and the benefit of all covenants and warranties therein, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, and specifications prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all taker rights, licenses, permits, agreements, and test results relating to construction on the Premises;
- 5. All contracts now or hereafter relating to the sale of part or all of the Premises or to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, and the right to appropriate and use any and all trade names used or to be used in connection with such business;
- 6. All rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements heretofore or hereafter made or agreed to by any person or entity (including without limitation Debtor and Secured Party under the powers granted by any security

agreement and other documents evidencing or securing the loan ("Loan") described below from Secured Party to Debtor) with any person or entity pertaining to all or any part of the Premises;

- 7. All earnest money deposits, proceeds of contract sales, accounts receivable, and general intangibles relating to the Premises:
- 8. All proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering the Premises, improvements now or hereafter located thereon, the use of occupancy thereof, or the business conducted thereou;
- 9. All awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the rights of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Premises;
- 10. All proceeds from the sale, transfer or pledge of any or all of the property described herein;
- 11. All substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts and equipment used in connection with, and cash or non-cash proceeds of, any of the above; and
- 12. All books, records, ledger sheets, files, documents and instrument (including without limitation computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to any of the above

The aforesaid Loan is in the principal sum of \$1,061,250 and secured by the Debtor Trustee's mortgage of the Premises of even date herewith.

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EXHIBIT B

LEGAL DESCRIPTION

LOT 23 (EXCEPT THE EAST 14 FEET THEREOF) AND ALL OF LOTS 24, 25, 26, 27 AND 28 IN BLOCK 3 IN WOLFRAMS SUBDIVISION OF OUTLOT 8 IN CANAL TRUSTEES SUBDIVISION IN THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

946-58 West Diversey and 2803-07 North

Sheffield, Chicago, Illinois 5-229-b.

Of Coot County Clark's Office

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