

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

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

Debtor(s) (Last Name) and address(es)
Evanston Northshore Hotel
Partners, L.L.C.
c/o SB Yen's Management Group, Inc.
920 York Road
Hinsdale, Illinois 60521

Secured Party(ies) and address(es)
Credit Suisse First Boston
Mortgage Capital LLC
11 Madison Avenue
New York, New York 10010

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Cook County Recorder 33.50

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

All Debtor's right, title and interest, now owned or hereafter acquired, in and to all property set forth on Schedule A and Schedule B annexed hereto and made a part hereof, including, without limitation, all buildings, structures, improvements, issues, profits, payments, income, leases, fixtures, machinery, equipment, furniture, judgments, awards of damages and personal property, wherever located and all proceeds of the foregoing.

ASSIGNEE OF SECURED PARTY

(Real Estate Records of Cook County, IL - re

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate) Evanston 1st Mortgage)

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)

1501 Sherman Avenue, Evanston, IL - See Schedule B attached hereto.

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

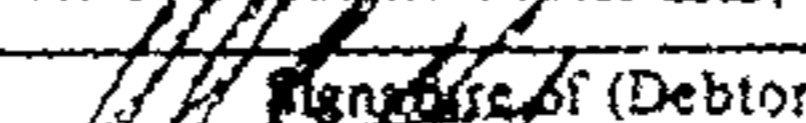
4. Products of Collateral are also covered.

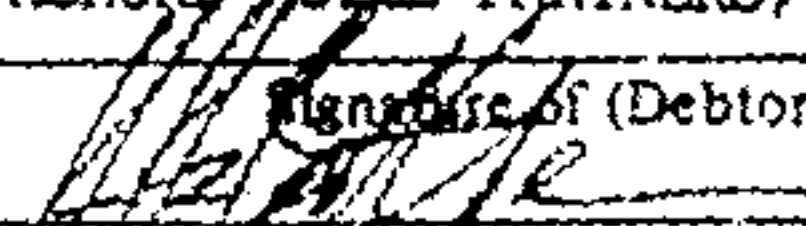
(see attached signature page)

6 Additional sheets presented

EVANSTON NORTHSORE HOTEL PARTNERS, L.L.C.

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

By:  Signature of (Debtor)

By:  (Secured Party)*

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

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Signature Page to UCC-1 Financing Statement

Debtor

Evanston Northshore Hotel
Partners, L.L.C.
c/o SB Yen's Management Group, Inc.
920 York Road
Hinsdale, Illinois 60521


Secured Party

Credit Suisse First Boston
Mortgage Capital LLC
11 Madison Avenue
New York, New York 10010

SIGNATURE OF DEBTOR

EVANSTON NORTHSORE HOTEL
PARTNERS, L.L.C., an Illinois limited
liability company

By: Evanston Partners, Ltd., an Illinois
corporation, its managing member

by: 
Hui-Hsien Bert Yen
President

Return to: 468 610-1
LEXIS DOCUMENT SERVICES
135 S. LaSalle, Suite 2260
Chicago, Illinois 60603

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**SCHEDULE A
TO UCC-1 FINANCING STATEMENT
WHICH LISTS
EVANSTON NORTHSORE HOTEL PARTNERS, L.L.C.
AS DEBTOR
AND
CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC
AS SECURED PARTY**

(A) All the plot, piece or parcel of land, and all present and future appurtenances thereto, located in the City of Evanston, County of Cook and State of Illinois and commonly known as and by the street number 1501 Sherman Avenue, as more particularly described in Schedule B attached hereto and incorporated herein and made a part hereof (the "Land" together with the following described property, rights and interests, the ("Premises").

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (including but not limited to all underground and other parking facilities located in or on the Land, all landscaped areas and all areas utilized for recreational activities) including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to and proceeds of any of the foregoing (collectively, the "Improvements");

(C) All right, title and interest of the Debtor, if any, in and to the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of or adjoining the Land to the center line thereof, and in and to any strips or gores of land adjoining thereto and the air space and right to use said air space above the Land;

(D) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer and drainage rights, waters, water courses, water rights and powers, air rights, lateral support rights, oil, gas and mineral rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor in and to the same;

(E) All Receipts [as hereinafter defined] (including, without limitation, all rents, awards, deposits (other than security deposits in respect of Leases [as hereinafter defined]), issues, profits, payments, income, revenues, proceeds reimbursements and/or receipts derived from the Premises or the use, operation or ownership thereof, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms,

**COLLATERAL IS OR
INCLUDES FIXTURES**

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banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance; "Receipts" shall mean any and all rents (including, without limitation, all rents, rent equivalents, deposits, receipts, receivable issues, revenue, and insurance proceeds), issues, profits, payments, income, deposits (other than security deposits which Debtor is not entitled to retain or apply to defaults), guest room revenues, food, beverage, catering and promotional and merchandise sales receipts, concession revenues, revenues, proceeds, reimbursements, receipts and similar items in whatever form (including, without limitation, cash, checks, money orders or other instruments for the payment of money) derived from, or generated by, the use, ownership, leasing or operation of the Premises, including, without limitation, (a) real estate tax refunds (net of any reasonable and customary fees and disbursements of tax certiorari counsel deducted from such refund to pay such counsel's fee), (b) proceeds of any insurance, including, without limitation, rent interruption insurance, (c) condemnation awards, (d) all sums paid with respect to a modification, rejection or termination of any Lease (including in any bankruptcy case) or otherwise paid in connection with Debtor taking any action under any Lease (e.g., granting a consent) or waiving any provision thereof, (e) damages or other payments in settlement of claims by Debtor against tenants or other third parties in connection with the Premises, and (f) proceeds of any transfer or sale of any items of the collateral securing the Loan or of any partial interest in such collateral or the Debtor.

(F) All right, title and interest of Debtor in and to any and all leases now or hereafter on or affecting the Premises, whether written or oral, and all licenses and other agreements for use or occupancy of the Premises (collectively, the "Leases"), together with all security therefor and deposits thereunder and all guaranties thereof and all monies payable thereunder;

(G) All right, title and interest of Debtor in and to any fixtures, machinery, appliances, equipment, furniture, furnishings, inventory, and articles of personal property and accessions thereof of every nature whatsoever now or hereafter located in or on, attached to, forming a part of or used or intended to be used in connection with the Land or the Improvements or the operation or renovation thereof (except any items of personal property which are owned by utilities or by contractors performing work at the Premises or which are owned by tenants who are in possession pursuant to a Lease and may be removed by such tenants at or prior to the expiration or termination of such Lease), including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, art work (including paintings and sculptures), awnings, basins, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, dishes and

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silverware, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motor vehicles, 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, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, food carts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing, and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers), other customary hotel equipment and all renewals, replacements or proceeds hereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner;

(H) All rights in and proceeds from policies of insurance maintained with respect to (or otherwise insuring) Debtor or the Premises or the business conducted thereat (including, without limitation, the Receipts therefrom);

(I) All refunds of general and special taxes, assessments, water charges, sewer charges, vault charges, excises, levies, fees (including, without limitation, license, permit and inspection fees) and other fees, taxes, charges and assessments of every kind and nature whatsoever, general, special, ordinary or extraordinary, levied or assessed against, or which may become a lien upon, the Premises or any part thereof or any interest therein, which Debtor is presently or hereafter entitled to receive and any escrow deposit or other deposit made on account of such real property taxes or other taxes and assessments;

(J) All bank accounts maintained by Debtor;

(K) All right, title, and interest of Debtor in and to (i) all other contracts affecting the ownership, possession, operation, alterations, management and services furnished to the Premises, including without limitation, all franchise, license and similar agreements affecting the Premises (collectively, the "Contracts"), including all amendments, supplements, and revisions thereof, and all security and other deposits thereunder, together with all of Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, (ii) all drawings, designs, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, contractor or other consultant, including any amendments, supplements, and revisions

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thereof and the right to use and enjoy the same, (iii) all approvals, consents, registrations, franchises, permits, licenses, variances, certificates of occupancy and other authorizations with regard to zoning, landmark, ecological, environmental, air quality, subdivision, planning, building or land use required by any governmental authority for the construction, lawful occupancy and operation of the Improvements and the actual and contemplated uses thereof, (including, without limitation, any applicable liquor license), and (iv) the right to appropriate and use any and all trade names used or to be used in connection with the Premises;

(L) All files, books of account, and other records, wherever located, used in connection with the operation of the Premises or the conduct of business thereat;

(M) All of Debtor's right, title and interest in all accounts receivable (including, without limitation, all rights to payment under any agreement with the issuer of a credit card, bank card or debit card or with any company with which Debtor processes credit card, bank card or debit card transactions or with the operator of a reservations system) and general intangibles relating to the Premises;

(N) All judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Premises or any portion thereof under the power of eminent domain, conversion, voluntary or involuntary, of the Premises, or any part thereof, into cash or liquidated claims and proceeds of any sale, option or contract to sell the Premises or any portion thereof (and any deposit thereunder); and

(O) All of Debtor's right, title and interest in all proceeds, both cash and non-cash, of the foregoing.

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SCHEDULE B

LEGAL DESCRIPTION

Lot 1 in the City of Evanston consolidation of Lots 5 to 10, both inclusive, in Block 29 of the Village of Evanston in the East ½ of the Southwest ¼ of Section 18, Township 41 North, Range 14 East of Third Principal Meridian in Cook County, Illinois.

Street Address: 1501 Sherman Avenue, Evanston, Illinois

Property Identification Number: 11-18-318-015