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FIXTURE FILING

Loan No. 09-0000199-001

TO BE FILED IN THE REAL PROPERTY RECORDS
OF COOK COUNTY, ILLINOIS

FINANCING STATEMENT

97963578

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Aug 10 1997 10:11:10 1977-10-31 10:33:14
Cook County Recorder 27.50

This Financing Statement is presented to a Filing Officer for filing pursuant to the Illinois Uniform Commercial Code.

1. The name and address of the debtor ("Debtor") is:

**BEVERLY TRUST COMPANY, TRUSTEE UNDER TRUST
AGREEMENT DATED NOVEMBER 19, 1987 AND KNOWN AS
TRUST # 74-1822**

c/o Alternative Distribution Systems, Inc.,
935 W. 17th Street
Homewood, Illinois 60430

2. The name and address of secured party ("Secured Party") is:

METLIFE CAPITAL FINANCIAL CORPORATION
C-97550
Bellevue, Washington 98009

3. This Financing Statement covers the following types of collateral ("Collateral"):

a. all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described on Exhibit A attached hereto (the "Premises"); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

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b. all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

c. return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party;

d. all the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding; and the leasehold estate in the event this Instrument is on a leasehold;

e. plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

f. all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

g. all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

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TICOR TITLE INSURANCE COMPANY

Commitment No.: OC406333 Revised

SCHEDULE A - CONTINUED

EXHIBIT A - LEGAL DESCRIPTION

THAT PART OF LOT 1 IN RICHMOND SUBDIVISION 1ST ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS RECORDED DECEMBER 2, 1980 PER DOCUMENT NUMBER 25,688,668 LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 162.18 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 1); THENCE SOUTH 0 DEGREES EAST 39 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 90 DEGREES EAST 30 FEET; THENCE SOUTH 0 DEGREES EAST 94 FEET; THENCE NORTH 90 DEGREES WEST 90 FEET; THENCE SOUTH 0 DEGREES EAST 61 FEET; THENCE NORTH 90 DEGREES WEST 71.18 FEET; THENCE SOUTH 0 DEGREES EAST 27 FEET; THENCE NORTH 90 DEGREES EAST 30 FEET; THENCE SOUTH 0 DEGREES EAST 58 FEET; THENCE NORTH 90 DEGREES EAST 48 FEET; THENCE SOUTH 0 DEGREES EAST 30 FEET; THENCE NORTH 90 DEGREES WEST 4 FEET; THENCE SOUTH 0 DEGREES EAST 31 FEET TO A POINT OF TERMINUS ON THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 105 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1 (AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 1.

END OF SCHEDULE A

PLM 89-32-308-032-0000

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