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This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Debtor(s) (Last Name First) and address(es) GRANT, W. SIMS, D.D.S., P.C.

Secured Party(les) and achiress(es)

MATSCO FINANCIAL CORPORATION

5720 N. ASHLAND AVE. CHICAGO, IL 60660

1900 POWELL STREET STE. 1150

EMERYVILLE, CA 94608

N AUR. I'V

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

All that certain Equipment described on Schedule "A" attached hereto together with all parts, appurtenances, additions, substitutions, accessories and accessions thereto which are now or hereafter may be affixed to, placed in or used in connection with the real property described as: 5720 N. ASHLAND AVE., CHICAGO, IL 60660 together with all proceeds thereof, NAME OF RECORD HOLDER (OWNER OF PROPERTY): EDGEWATER PROPERTY COMPANY, SEE ATTACHED EXHIBIT "A" FOR LEGAL LAND DESCRIPTION. Equipment/Lease No: 9801971

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

6949/0080 51 001 Page 1 of

1998~04~13 12:46:06

Cook County Recorder

ASSIGNEE OF SECURED PARTY CORESTATES BANK, N.A.

1339 CHESTNUT STREET, FC 1-8-11-24 WIDENER BLDG. 11TH FLOOR PHILADELPHIA, PA 19107

90470 MATSCO FIN 1373250-40-1

The Chattel Mortgage Reporter, Inc. 300 W. Washington St. #608 Chicago, IL 60606



Equipment/Lease No: 9801971

Minois

Filed With:

Products of Collateral are also covered.

Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC 9-106.

GRANT W. SIMS, D.D.S., P.C.

BY:ATTORNEY-IN-FACT

Signature of (Debtor)

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

Frection Windows Data File Services, Inc., P.O. Box 275 Van Nuys, CA., 97406-0275 Tel (918) 909-2200

		For Filing Officer (Date,Time,Number, and Filing Office)
5720 N. ASHLAND AVE.	1900 POWELL STREET STE. 1150 EMERYVILLE, CA 94608	
This financing statement covers the following types (or item		ASSIGNEE OF SECURED PARTY CORESTATES BANK, N.A.
All that certain Equipment described on So with all parts, appurtenances, additions, su accessions thereto which are now or herea used in connection with the real property dised in CHICAGO, IL 60660 together with all RECORD HOLDER (OWNER OF PROPER COMPANY, SEE ATTACHED EXHIBIT "A"	ibstitutions, accessories and after may be affixed to, placed in or escribed as: 57200M. ASHLAND If proceeds thereof. NAME OF RTY): EDGEWATER PROPERTY	1339 CHESTNUT STREET, FC 1-8-11-24 WIDENER BLDG., 11TH FLOOR PHILADELPHIA, PA 19107
DESCRIPTION. Equipment/Lease No: 980	1971 of County	90470 MATSCO FIN 1373250-40-1
Products of Collateral are also covered.		Filed With: Illinois
Additional sheets presented.	RETURN AUA.	I. SIMS, D.D.S., P.C.
Filed with Office of Secretary of State of Illinois.	DATA FILE SERVIC. By:ATTORNE	(Debtor)
Debtor is a transmitting utility as defined in UCC	9-105. P.B. 20X 275  Visit 200 05 91403 270 Signature of Signature of	(Secured Farty)
FILING OFFICER-NUMERICAL Prepar	red with UCC Direct for Windows Data File Services, Inc., P.O. Box 2	

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#### SCHEDULE "A"

This Schedule is attached to and becomes a part of an equipment financing agreement, #9801971, dated 3/17/98 by and between MATSCO FINANCIAL CORPORATION (Secured Party), and Grant W. Sims, D.D.S., P.C. (Debtor).

Equipment Location: 5720 N. Ashland AVE #C24, Chicago, IL 60660

## ACCOUNTS AND OTHER RIGHTS TO PAYMENT

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease rentals or other disposition of goods or other property of Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and however such right to payment may be evidenced, together with all other rights and interest (including all liens and security interest) which Debtor may at any time have by law or agreement against any account Debtor or other obligor obligated to make any such payment or against any of the property of such account Debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

#### INVENTORY

All inventory of Debtor, whether now owned or incensive acquired and wherever located.

### **EQUIPMENT**

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list here d be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment.

#### GENERAL INTANGIBLES

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customers late, permits and franchises, patient records and the right to use Debtor's name.

All of the above together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (), all accessions, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering su() goods.

DEBTOR:

Grant W. Sims, D.D.S., P.C.

BY: Vherritoll. / - //

TITLE: President

SECURED PARTY: MATSCO FINANCIAL CORPORATION

ACCEPTED BY:

Chester E. Wrucke, Director of Credit

Lots 8, 9 and 10 (except that part conveyed to the City of Chicago for Widening Streets by Deed recorded as Document Numbers 9225038 ( and 9225039) and Lots 11, 12, 13, 14 and 15 and the Vacated Alley Wing £ast and adjoining Lot 11 and West and adjoining Lots 8 through 10 in the Resubdivision of Block 7 in Carrett and Galloway's Resubdivision of Blocks 7, 8 and 9 in Hanrytown in the East Half of the Southeast Quarter of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL "2"

The South 100 feet of the North 278.52 that of the East 246.95 feet of the Southeast Quarter of the Southeast Quarter of Section 6. Township 40 North, Range 14 (except Alleys and that Part taken for widening of North Clark Street, now known as North Ashland Avenue), East of the Third Principal Revidian, in Cook County, Illinois,

PARCEL #3#

Lots 1, 2, 3, and 5 (except that Part taken by or conveyed to the City of Chicago for Street purposes) in Block 3 in Ashland Average and Clark Street Addition to Edgewater, being a Subdivision in Party of Sections 5 and 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 1 through 9, both inclusive (except that Part taken for widening North Ashland Alerus by Deeds recorded as Document Numbers 9225053, 9225054, 9225056 and 9226057), Lots 10 through 16, both inclusive, 25 and 30 and 36 through 31, both inclusive, in Block 4 in Ashland Avenue and Chark Street Addition to Edgewater, being a Subdivision in Parts of Sections 5 and 6. Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PARITL "6"

Lot 1 (except that Part lying East of a Line 43 feet West of and parallel with the East line of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian; in Block 5 in Ashland Avenue and Clark Street Addition to Edgewatch being a Subdivision in Parts of Sections 5 and 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known (as 5700) North Ashland Avenue, Chicago, Illinois 674'SC

14-06-406-011

14-06-406-021

14-04-406-022

14-06-406-023

14-06-408-011

14-04-406-029