

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

UNOFFICIAL COPY

1. Debtor(s) (Last Name First) and address(es)  
167 North Racine Limited Partnership  
1808 North Halsted  
Chicago, Illinois 60614

2. Secured Party(ies) and address(es)  
Manufacturers Bank  
1200 North Ashland Avenue  
Chicago, Illinois 60622  
Attn: Jane M. Okarski

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4438/0021 21 001 Page 1 of 3  
1999-04-16 11:08:51  
Cook County Recorder 25.50

ASSIGNEE OF SECURED PARTY



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

SEE ATTACHED EXHIBITS "A" AND "B"

2. (If collateral is crops) The above described crops are growing or 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 ...] [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)  
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.

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

By: 167 North Racine Limited Partnership  
Signature of (Debtor)

By: \_\_\_\_\_ (Secured Party)\*

\*Signature of Debtor Required in Most Cases:  
Signature of Secured Party in Cases Covered by UCCs 9-402(2).  
This form of financing statement is approved by the Secretary of State

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ADDITIONAL PAGE 1 OF 2

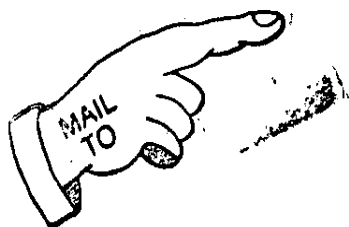
EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 15, 18, 19 AND 22 IN CARPENTER'S RESUBDIVISION OF BLOCK 29 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-08-427-008  
17-08-427-009

STREET ADDRESS: 159-167 NORTH RACINE AVENUE, CHICAGO, ILLINOIS



Schain, Finsel + Buerney  
222 N. LASALLE, Street, Suite 1910  
Chicago IL 60601

ATTN: Lori Sterndorf

ADDITIONAL PAGE 2 OF 2

**EXHIBIT "B"**

**DESCRIPTION OF COLLATERAL**

All machinery, fixtures, furniture, heating and air-conditioning equipment, electrical equipment and other articles, equipment, personal property and fixtures of every kind and nature and all building materials (whether or not affixed) and all replacements and renewals of all or any of the foregoing, now or hereafter owned by Debtor and located at or used or useful in connection with the operation of the real estate described in Exhibit "A" hereto (the "Real Estate"), or used or useful in connection with the renting or maintenance of the Real Estate or intended to be incorporated in the improvements upon the Real Estate, but excepting tenants trade fixtures, furnishings, and possessions. All "Collateral" as defined in the security agreement contained in the Mortgage, Assignment of Leases and Rents and Security Agreement dated April 15, 1999 from American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 3, 1990 and known as Trust Number 110127-05, and 167 North Racine Limited Partnership, an Illinois limited partnership, the beneficiary of such trust, encumbering the Real Estate to Manufacturers Bank.

Any and all revenues, receivables, income and accounts now owned or at any time acquired and arising from, out of or in connection with the Real Estate and the businesses and operations conducted on the Real Estate.

Any and all goods, tangible and intangible, personal property of any kind, nature or description (including without limitation, any and all accounts, contract rights, franchises, licenses, permits, documents, instruments and general intangibles) of Debtor, whether now owned or hereafter acquired, or in which Debtor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise), and any and all replacements and substitutions thereof or therefor, arising from or out of the Real Estate.

Any monies on deposit for the payment of real estate taxes or special assessments against the Real Estate, or for the payment of premiums on policies of fire or other hazard insurance covering the collateral described herein or the Real Estate and all proceeds of any award or claims for damages for any of the collateral described herein or the Real Estate taken or damaged under the power of eminent domain, by condemnation or due to casualty loss, and all rents, issues and profits of and from the Real Estate.

The entire beneficial interest under a certain Trust Agreement dated January 3, 1990 and known as Trust Number 110127-05 of which The Chicago Trust Company is Trustee, and all of the rights, powers and privileges of the beneficiaries thereunder. All proceeds of the foregoing collateral, including, without limitation, insurance loss proceeds and all proceeds from rentals, mortgages, sales, conveyances and any other disposition.

Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all of the foregoing.

MANUFACTURERSWGRACINE.UCC