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## EXHIBIT "A"

Lot 6 in Oakton Place, a subdivision of the North 25 Acres of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 1, 1967 as Document No. LR2356973.

Commonly known as:

Permanent Tax No .:

Of Coot County Clert's Office

## EXHIBIT B DESCRIPTION OF COLLATERAL

ALL of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances and fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with, the operation of FHA Project No. 071-36615-PM (hereinafter referred to as the "Project"), located at Cook County, Illinois.

TOGETHER with all buildings, improvements, fixtures, machinery equipment, building materials, furniture, furnishings and articles of personal property, of every kind and description now or hereafter owned by Borrower and located in or upon any interest or estate in land herein conveyed or any part thereof and used or usable in connection with any present or furture operation of said land and improvements including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurte 🕥 nances, furniture, shades, awnings, screens, blinds and other furnishings.

TOGETHER with all the rents, issues and profits and insurance or condemnation proceeds which may arise or be had from any of the foregoing, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on said land which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever

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used or furnished in operating a building or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. Borrower agrees that, to the extent permitted by law, the foregoing property shall be deemed to be real estate and affixed to the realty;

TOGETHER with all of Debtor's rights in, to and under, all monies due and to become due pursuant to and all claims, demands and causes of action that Debtor now has or which may hereafter arise against all parties under the following contracts:

- that Cartain contract dated March 21, 1987, between Oakton Arms, an Illinois limited partnership (the "Limited Partnership") and Shayman and Salk Co., an Illinois corporation, which contract has been assigned to Debtor, which provides for architect's services curing the design and construction of the Project;
- 2. that certain contract dated <u>June</u> <u>25</u>, 198<u>7</u>, between Debtor and <u>A.J. MAGGIO CO.</u>, which provides for the construction of the Project; and

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## **UNOFFICIAL COPY** 0 3 6 2 9 6 1 2

THIS INSTRUMENT is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Instrument shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty, representation or dovenant, either expressed or implied in said Instrument (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right to nat the Project Platory As Office 3629612 security thereunder) except that the said Trustee shall be liable for funds or property of the Project coming into his hand which, by the provisions of the Regulatory Agreement, it is not entitled to retain.

for Filling Officer (Date, Time, Mumber, and Filling Office) 3629612 3629612 ASSIGNES OF SECURED PARTY

Signature of Secured Party In Cases Covered By UCC \$9-400 (2)

STATE OF ILLINOIS

WNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

DISTRUCTIONS:

PLEASE TYPE this toum. Fold only along perforation for meiling.

2. Remove Secured Perty and Debtor copies and send other 3 copies with Interleaved carbon paper to the Illing officer. Enclose Illing les. 3. If the space provided for any tism(s) on the form is inadequate the firm(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of colleteral, indentures, sig., may be on any size paper that is convenient lot the secured party.

This STATEMENT is presented to a filing afficer for filing pursuant to the Uniform Commercial Code. Secured Party(les) and secress(es) Bobter(s) (Lust Home First) and address(ex) American National Bank and ARC-Financial Services, Inc. Trust Company of Chicago, 300 E. Lombard Street, Trustee Under Trust No. 100617-03 Suite 1110 33 North LaSalle Baltimore, Maryland 21202-3211 Chicago, Illinois 606**0**2 1. This linearing elelement covers the following types for items) of prompty: , FUHIRIT R See Exhibit A Please return to: Ticor Title Insurance Company 69 West Washington Street Chicago, IL 60602 Re: 1/24-14 2. 蓝蓝蓝面菜蓝珠飞而脚户的中心bette distribute action are promised TUBBERTON HOOF THOSE ()) applicable) The above goods are to become lixtures on fifthe above simber is standing on a pl-(fine above minerals or the like (metading Title Terminary with he disserted the wellhead or mine head of the well or miles Josefed as ... ... I Stilke what is inapplicable) (Describe Real Estate) See Exhibit XXX "A" and this liberal read to be filed in the reel colds. (If the debier does not have an interest of record) The name of a record owner is American National Bank and Trust Proceeds Company of Chicago, not individuall [X Modified of Collateral era also covered, as Trustee as aforesaid but sdlely Additional sheets presented, A Filed with Reserver's Office of County, Illinois (Secured Party)\* "Simuature of Debtor Required in Most Cases: Filing Officer Copy-Alphabetical

This form of linancing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-2 - REV. 11-75

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