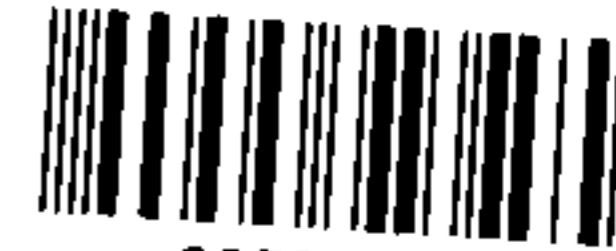


RECORDER'S OFFICE

STATE OF ILLINOIS  
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-2



00550107

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(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 collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

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

Debtor(s) (Last Name First) and address(es)  
Central Blacktop Co., Inc.  
6301 South East Avenue  
LaGrange, IL 60525

Secured Party(ies) and address(es)  
Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, IL 60603

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

00550107

4839/0063 28 001 Page 1 of 7

2000-07-21 14:57:46

Cook County Recorder 33.00

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

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 goods are to become fixtures on...]~~ ~~[The above goods are to become fixtures on...]~~  
~~[The above goods are to become fixtures on...]~~ (Strike what is inapplicable) - (Describe Real Estate)  
The goods on the above-referenced financing statement are or may become fixtures on the real estate described on Schedule I attached hereto and made a part hereof.

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.

22846 43-31

6 Additional sheets presented.

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

Central Blacktop Co., Inc.

By: *[Signature]*  
(Signature of (Debtor)

(Secured Party)\*

\* Signature of Debtor Required in Most Cases:  
Signature of Secured Party in Cases Covered by UCC § 9-402(d)

(1) FILING OFFICER - ALPHABETICAL

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-2—REV. 4-73

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

RECORDING DESK  
BOX 170

**UNOFFICIAL COPY**  
**ATTACHMENT TO ILLINOIS UCC-2:**  
**CENTRAL BLACKTOP CO., INC. (DEBTOR)**

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ITEMS CONTINUED FROM FORM:

1. This financing statement covers the following property:  
THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

See Exhibit A attached hereto and made a part hereof.

Property of Cook County Clerk's Office

EXHIBIT A  
TO UCC FINANCING STATEMENT

Debtor: Central Blacktop Co., Inc.

Secured Party: Harris Trust and Savings Bank

Any and all right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

I.

(a) *Receivables*. All Receivables, whether now owned or existing or hereafter created, acquired or arising, and however evidenced or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "*Receivables*" means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, chattel paper, and all other forms of obligations owing to the Debtor, any right of the Debtor to payment for goods sold or leased or for services rendered, whether or not earned by performance, and all of the Debtor's rights to any merchandise and other goods (including, without limitation, any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing);

(b) *General Intangibles*. All General Intangibles, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*General Intangibles*" means and includes all general intangibles, patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles, all customer, client and supplier lists (in whatever form maintained), all rights in leases and other agreements relating to real or personal property, all causes of action and tax refunds of every kind and nature, all privileges, franchises, immunities, licenses, permits and similar intangibles, all rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit of employees of the Debtor, and all other personal property (including things in action) not otherwise covered by this financing statement);

(c) *Inventory*. All Inventory, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights, and all documents of title at any time evidencing or representing any part thereof (the term "*Inventory*" means and includes all inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the Debtor's business, all goods which are raw materials, work-in-process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture,

processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or ingredients thereof);

(d) *Equipment.* All Equipment, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*Equipment*" means and includes all equipment and any other machinery, tools, fixtures, trade fixtures, furniture, furnishings, office equipment, vehicles (including vehicles subject to a certificate of title law), and all other goods now or hereafter used or usable in connection with the Debtor's business, together with all parts, accessories and attachments relating to any of the foregoing);

(e) *Investment Property.* All Investment Property, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*Investment Property*" means and includes all investment property and any other securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts and commodity accounts, including all substitutions and additions thereto, all dividends, distributions and sums distributable or payable from, upon, or in respect of such property, and all rights and privileges incident to such property);

(f) *Deposits and Property in Possession.* All deposit accounts (whether general, special or otherwise) of the Debtor maintained with the Secured Party and all sums now or hereafter on deposit therein or payable thereon, and all other personal property and interests in personal property of the Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, the Secured Party, or any agent or affiliate of the Secured Party, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property, in each case whether now owned or existing or hereafter created, acquired or arising;

(g) *Records.* All supporting evidence and documents relating to any of the above-described property, whether now owned or existing or hereafter created, acquired or arising, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained;

(h) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now owned or existing or hereafter created, acquired or arising; and



(i) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now owned or existing or hereafter created, acquired or arising.

## II.

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Schedule I attached hereto and made a part hereof and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or should be attached to said real estate, buildings or improvements in any manner, and all proceeds of the foregoing. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described on Schedule I attached hereto or any part thereof or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to said property described on Schedule I attached hereto or any part thereof or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets.

RECORDING DESK  
BOX 170

## PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THAT SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, 104.13 FEET NORTHEASTERLY OF THE SOUTH LINE OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 15; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, A DISTANCE OF 464.39 FEET; THENCE NORTH WESTERLY AT RIGHT ANGLES TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, A DISTANCE OF 464 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN PARALLEL WITH AND 469 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE PUBLIC SERVICES COMPANY OF NORTHERN ILLINOIS, A DISTANCE OF 464.39 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 469 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER A STRIP OF LAND 50.0 FEET WIDE IN SECTIONS 15 AND 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, OVER THE EXISTING ROADWAY FOR ACCESS FROM EAST AVENUE TO ITS INTERSECTION WITH THE NORTHWESTERLY AND SOUTHWESTERLY PROPERTY LINES OF PARCEL 1 AFORESAID, THE CENTER LINE OF AFOREMENTIONED 50.0 FOOT STRIP OF LAND IS MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF EAST AVENUE 95.0 FEET SOUTH OF THE NORTH LINE OF SECTION 22; THENCE EAST PARALLEL TO SAID NORTH LINE OF SAID SECTION 22, 900.0 FEET TO A POINT; THENCE NORTH 84 DEGREES, 20 MINUTES, 50 SECONDS EAST, 355.61 FEET TO A POINT; THENCE NORTH 71 DEGREES, 13 MINUTES, 50 SECONDS EAST, 402.15 FEET TO A POINT; THENCE NORTH 84 DEGREES, 59 MINUTES, 40 SECONDS EAST, 173.21 FEET TO A POINT; THENCE NORTH 44 DEGREES, 27 MINUTES, 50 SECONDS EAST, 191.71 FEET TO A POINT OF CURVE HAVING A RADIUS OF 334.36 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, 273.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88 DEGREES, 38 MINUTES, 50 SECONDS EAST, 272.86 FEET; THENCE NORTH 84 DEGREES, 51 MINUTES, 30 SECONDS EAST, 396.60 FEET TO THE WEST CORNER OF THE AFOREMENTIONED 5 ACRE TRACT, ALL IN COOK COUNTY, ILLINOIS,

AS GRANTED BY AND SET FORTH IN INDENTURE BY AND BETWEEN CENTRAL BLACKTOP COMPANY., INC., A CORPORATION OF ILLINOIS, AND VULCAN MATERIALS COMPANY, A CORPORATION OF NEW JERSEY, DATED MAY 8, 1986 AND RECORDED FEBRUARY 5, 1987 AS DOCUMENT 87073901.

## PARCEL 3:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRICIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

**UNOFFICIAL COPY**

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS 104.13 FEET NORTHEASTERLY OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE NORTHWEST RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS A DISTANCE OF 469 FEET TO THE MOST WESTERLY CORNER OF THE REAL ESTATE CONVEYED TO AMERICAN ASPHALT PAVING COMPANY BY THE DEED RECORDED AS DOCUMENT 16785288; THENCE SOUTHWESTERLY ALONG A LINE DRAWN PARALLEL WITH AND 469 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS A DISTANCE OF 33 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 469 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address:

6301 East Avenue  
Hodgkins, Illinois 60525

PIN: 18-15-400-011-0000

18-15-400-015-0000

RECORDING DESK  
BOX 170