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

UNOFFICIAL COPY

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

Debtor(s) (Last Name) and address(es)
American National Bank and
Trust Company of Chicago
Land Trust No. 116388-06
UTA 12/17/92
33 LaSalle St., Chicago, IL 60690

Secured Party(ies) and address(es)
Heller Small Business Lending
Corp.
500 West Monroe Street, 31st Fl
Chicago, IL 60661

00681554
30 001 Page 1 of 4
2000-09-01 13:32:24
Cook County Recorder 27.50

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

The collateral described on Exhibit B attached hereto and made a part hereof relating to the real property described on Exhibit A attached hereto and made a part hereof.

ASSIGNEE OF SECURED PARTY

LaSalle Bank National Association,
successor trustee

00681554

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.

3 **Additional sheets presented**

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

By: See Schedule I
Signature of Debtor)

By: Marilyn Kaplan Gary
(Secured Party)*

FILING OFFICER COPY — ALPHABETICAL Rev. 3/75

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY

DEBTOR: LaSalle Bank National Association, successor trustee
American National Bank and Trust Company
of Chicago Land Trust No. 116388-06 UTA 12/17/92
135 S. ~~33~~ LaSalle Street
Chicago, Illinois 60~~690~~603

SECURED PARTY:

Heller Small Business Lending Corp., a Delaware corporation
500 West Monroe Street, 31st Floor
Chicago, Illinois 60661

00681554

EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

PARCEL 1:

LOTS 3 AND 4 (EXCEPT THE SOUTH 35 FEET THEREOF) AND LOT 5 IN REGITZ RESUBDIVISION OF BLOCK 1 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2, 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTH WEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND IN ORIGINAL LOT 2 OF BLOCK 14 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 28 FEET OF THE SOUTH 35 FEET OF LOTS 3 AND 4 IN REGITZ RESUBDIVISION OF BLOCK 1 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTH WEST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

14-32-122-003, 004, 005

1401-1407 W. WEBSTER STREET, CHICAGO, IL

Lexis Document Services
135 South LaSalle Street
Suite 2260
Chicago, IL 60603
1619597-2

UNOFFICIAL COPY

DEBTOR: LaSalle Bank National Association, successor trustee

American National Bank and Trust Company
of Chicago Land Trust No. 116388-06 UTA 12/17/92
135 S. 33 LaSalle Street
Chicago, Illinois 60690 603

SECURED PARTY: 00681554

Heller Small Business Lending Corp., a Delaware corporation
500 West Monroe Street, 31st Floor
Chicago, Illinois 60661

00681554

EXHIBIT B

All improvements of every nature whatsoever now or hereafter situated on the "**Land**" (as described on Exhibit A) and owned by Debtor (the "**Improvements**"), all fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with, any of the Improvements, and all machinery, equipment, mechanical systems and other personal property now or hereafter owned by Debtor and used in connection with the operation of the Improvements;

All easements and appurtenances now or hereafter in any way relating to the Land or Improvements or any part thereof;

All agreements affecting the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "**Leases**"), including any and all guaranties of such Leases, and the immediate and continuing right to collect all rents, income, tax, insurance and replacement reserve deposits, receipts, royalties, profits, issues, service reimbursements, fees, accounts receivables, revenues and prepayments of any of the same (including termination, cancellation, option and similar payments) from or related to the Land and/or Improvements from time to time accruing under the Leases and/or the operation of the Land and/or Improvements (the "**Rents**"), reserving to Debtor, however, so long as no "Event of Default" has occurred under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing or Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by Debtor in favor of Secured Party (the "**Mortgage**"), a revocable license to receive and apply the Rents in accordance with the terms and conditions of **Paragraph 11** of the Mortgage;

All claims, demands, judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from the taking of the Land and/or the Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking, by casualty or otherwise) to the Land or the Improvements or any part thereof;

To the extent assignable, all now or hereafter existing management contracts and all permits, certificates, licenses, agreements, approvals, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, operation and use of the Land, Improvements and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties and guaranties;

All of Debtor's rights in and to all trademarks, tradenames, assumed names, telephone numbers and listing rights and other rights and interests in and to the names and marks used by Debtor in connection with the Land or Improvements and all books and records and all other general intangibles relating to the operation of the Land or Improvements;

Any monies on deposit with or for the benefit of Secured Party, including deposits for the payment of real estate taxes, insurance premiums and any other reserves held by Secured Party or its agent; and

All products and proceeds of the foregoing.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DEBTOR: LaSalle Bank National Association, successor trustee

American National Bank and Trust Company
of Chicago Land Trust No. 116388-06 UTA 12/17/92
135 S. 33 LaSalle Street
Chicago, Illinois 60690 03

SECURED PARTY:

Heller Small Business Lending Corp., a Delaware corporation
500 West Monroe Street, 31st Floor
Chicago, Illinois 60661

0068155

00681554

SCHEDULE I

DEBTOR: LaSalle Bank National Association, successor trustee

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated December 17, 1992, and known as Trust No. 116388-06

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: Annette M. Brusca
Title Vice President

Property of Cook County Clerk's Office

P:\2174\057\doc\Exhibits to UCC-Trust.wpd