

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

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

Debtor(s) (Last Name) and address(es)
State Street Bank and Trust Company of
Connecticut, National Association, as Owner
Trustee under the 1995 Pep Boys Leased
Property Trust
225 Asylum Street, Goodwin Square
Hartford, CT 06103

Secured Party(ies) and address(es)
First Union National Bank, as Agent
201 South College Street, 8th Floor
Charlotte NC 28288-0166

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Cook County Recorder 31.00

1. This financing statement covers the following types (or items) of property:
See Exhibit A and Schedule 1 attached hereto and incorporated herein by reference.
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ASSIGNEE OF SECURED PARTY



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CSC ID:100857/100911 IL-Cook County

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)
See Schedule 1 attached hereto and incorporated herein by reference.
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.

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

See Attached Signature Page

By: _____
Signature of (Debtor)

By: _____
(Secured Party)*

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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.

Box 314

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SIGNATURE PAGE

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT,
National Association, as Owner Trustee
under the 1997 Pep Boys II Leased Property
Trust

By 

Title Vice President

Property of Cook County Clerk's Office

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Box 314

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EXHIBIT A

Debtor:

State Street Bank and Trust Company of Connecticut,
National Association, not individually but solely as
Owner Trustee under the 1995 Pep Boys Leased
Property Trust
225 Asylum Street, Goodwin Square
Hartford, Connecticut 06103

Secured Party:

First Union National Bank, as Agent
201 South College Street, 8th Floor
Charlotte, North Carolina 28288-0166

All right, title and interest of the Debtor now existing or hereafter acquired in and to the following (collectively, the "Collateral"):

(A) All improvements (the "Improvements") now or hereafter situated or to be situated on the property described on Schedule 1 attached hereto and made a part hereof (the "Land"); and (ii) all right, title and interest of Debtor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; and (3) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (A) being herein sometimes collectively called the "Premises");

(B) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and articles of personal property, of every kind and character, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy, mining or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (B) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(C) all of the following with respect to the Premises and the Accessories (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all insurance policies and other contracts and general

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intangibles (including but not limited to trademarks, trade names and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including, but not limited to, Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (iv) to the extent assignable, permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) all leases (including, without limitation, all rights of Debtor as lessor), security deposits, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories, including all accounts receivable, credit card receivables, petty cash, advance payments and all income and revenue derived from telephone usage, vending machines, parking, and all miscellaneous other income (the "Rents and Profits"); (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal and other technical or business data concerning the Premises which are in the possession of Debtor or in which Debtor otherwise can grant a security interest; and

(D) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above, including, but not limited to, proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including, without limitation, premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including, without limitation, change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests.

A portion of the above described Collateral is, may or may be affixed to the Land and Improvements described in Schedule 1 attached hereto and made a part hereof. The record owner of the real property described in Schedule 1 is the Debtor.

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SCHEDULE 1
Legal Description
Store #0990
61st & Western, IL

Parcel 1:

The North ½ of the following described parcel of land:

That part of the Northwest ¼ of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the East line of South Western Avenue with a line parallel with and 282.74 feet North from the South line of the Northwest ¼ of the Southwest ¼ of Section 18; thence Northward along said East line of South Western Avenue, a distance of 557.91 feet to an intersection with a line parallel with and 490.91 feet South from the North line of said Northwest ¼ of the Southwest ¼; thence Eastward along said parallel line, a distance of 280.00 feet to an intersection with a line parallel with and 280.00 feet East from said East line of South Western Avenue; thence Southward along said parallel line, a distance of 557.54 feet to an intersection with the aforementioned line parallel with and 282.74 feet North from the South line of the Northwest ¼ of the Southwest ¼ of Section 18; thence West along said parallel line, a distance of 280.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

(A) Perpetual non-exclusive easement appurtenant and for the benefit of parcel 1 for Pedestrian and vehicular ingress and egress over and across the "Roadway" as it is identified on the site plan and is legally described in "Exhibit E", as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among American National Bank Company, a Delaware corporation ("American") and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

South Portion of Roadway Easement:

The East 290.00 feet of the West 340.00 feet on the South 14.00 feet of the North 783.91 feet of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(B) A temporary, non-exclusive construction easement, which exercises the right to construct the roadway for such period of time as is reasonably necessary to complete such construction in accordance with Sections 4(A) contained in the Declaration aforesaid.

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SCHEDULE 1
Legal Description
Store #0990
61st & Western, IL
Continued – Page 2

Parcel 3:

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 on, under and over that portion of land as identified on the site plan as the "Pylon Parcel" for the purpose of construction, installation, maintenance, repairs and use of a Pylon sign and legally described in "Exhibit G", as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among, American National Bank Company, a Delaware Corporation ("American") and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

The East 21.00 feet of the West 71.00 feet of the South 25.00 feet of the North 808.91 feet of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

A perpetual, non-exclusive easement in parking areas as defined in Section 2(B) of the Declaration of aforesaid for parking, except the areas designated as the "CAP-2" and as shown on the site plan attached thereto as "Exhibit D-2."

PIN# 06-1304336

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