

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

Debtor(s) (Last Name) and address(es)  
State Street Bank and Trust Company  
Connecticut, National Association, as  
Owner Trustee under the 1997 Pep Boys II  
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

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

00772556

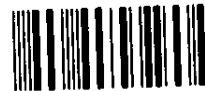
6450/0030 30 001 Page 1 of 9

2000-10-03 11:41:21

Cook County Recorder 37.00

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.  
sec.fix

ASSIGNEE OF SECURED PARTY



00772556

CSC ID:100230/100262 IL Du Page 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. Du Page County

☒ Filed with Recorder's Office of Du Page County, Illinois.

By: **SEE THE ATTACHED SIGNATURE PAGE**

Signature of (Debtor)

By: (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.

Bot  
314

# UNOFFICIAL COPY

## 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

**00772556**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Debtor:

State Street Bank and Trust Company  
of Connecticut, National  
Association, as Owner Trustee  
under the 1997 Pep Boys II  
Leased Property Trust  
225 Asylum Street, Goodwin Square  
Hartford, Connecticut 06103

### Secured Party:

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

00772556

The Collateral is and shall include the following:

- (a) all right, title and interest of the Debtor in and to the Operative Agreements now existing or hereafter acquired by the Debtor (including without limitation all rights to payment and indemnity rights of the Debtor under the Participation Agreement) (all of the foregoing in this paragraph (a) being referred to as the "Rights in Operative Agreements");
- (b) all right, title and interest of the Debtor in and to all of the Equipment;
- (c) all right, title and interest of the Debtor in and to all of the Fixtures;
- (d) all the estate, right, title, claim or demand whatsoever of the Debtor, in possession or expectancy, in and to each Property, Fixture or Equipment or any part thereof;
- (e) all right, title and interest of the Debtor in and to all substitutes, modifications and replacements of, and all additions, accessions and improvements to, the Fixtures and Equipment, subsequently acquired or leased by the Debtor or constructed, assembled or placed by the Debtor on any Property, immediately upon such acquisition, lease, construction, assembling or placement, and in each such case, without any further conveyance, assignment or other act by the Debtor;
- (f) all right, title and interest of the Debtor in, to and under books and records relating to or used in connection with the operation of one (1) or more Properties or any part thereof; all rights of the Debtor to the payment of money and all property; and all rights in and to any causes of action or choses in action now or hereafter existing in favor of the Debtor and all rights to any recoveries therefrom;
- (g) all right, title and interest of the Debtor in and to all unearned premiums under insurance policies now held or subsequently obtained by the Lessee relating to

# UNOFFICIAL COPY

one (1) or more Properties and the Debtor's interest in and to all proceeds of any insurance policies maintained by or for the benefit of the Debtor, including without limitation any right to collect and receive such proceeds; and all awards and other compensation, including without limitation the interest payable thereon and any right to collect and receive the same, made to the present or any subsequent owner of any Property for the taking by eminent domain, condemnation or otherwise, of all or any part of any Property or any easement or other right therein;

00772556

- (h) all right, title and interest of the Debtor in and to (i) all consents, licenses, certificates and other governmental approvals relating to construction, completion, use or operation of any Property or any part thereof and (ii) all Plans and Specifications relating to any Property;
- (i) all right, title and interest of the Debtor in and to all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to any Property;
- (j) all right, title and interest of the Debtor in and to all Instruments and Documents;
- (k) all right, title and interest of the Debtor in and to all General Intangibles;
- (l) all right, title and interest of the Debtor in and to all Chattel Paper (including without limitation all rights under the Lease) and each Ground Lease;
- (m) all right, title and interest of the Debtor in and to all money, cash or cash equivalent and bank accounts;
- (n) all right, title and interest of the Debtor in and to all Accounts;
- (o) all right, title and interest of the Debtor in and to all proceeds of letters of credit issued in favor of the Debtor in connection with any Property; and
- (p) all right, title and interest of the Debtor in and to all proceeds, both cash and noncash, of any of the foregoing.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Debtor and described in the foregoing clauses (a) through (p) are collectively referred to as the "Trust Property").

For purposes of the Uniform Commercial Code Financing Statement, capitalized terms used but not otherwise defined in this financing statement shall have the respective meanings specified in the Credit Agreement (hereinafter defined) or Appendix A to the Participation Agreement (hereinafter defined). All references in this Exhibit A to any instrument, lease, lease supplement,

# UNOFFICIAL COPY

memorandum, note, certificate, deed, mortgage, deed of trust, chattel paper, agreement and/or any other document of any kind or type shall refer to such as from to time may be amended, modified, supplemented, restated and/or replaced. Subject to the immediately preceding sentence, the following terms shall have the following respective meanings and shall be equally applicable to the singular and plural forms of the terms defined:

00772556

"Accounts" shall mean all "accounts," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by the Debtor, including without limitation (i) all accounts receivable, other receivables, book debts and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor, whether arising out of goods sold or leased or services rendered by it or from any other transaction (including without limitation any such obligations which may be characterized as an account under the Uniform Commercial Code), (ii) all of the Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, (iii) all of the Debtor's rights to any goods represented by any of the foregoing (including without limitation unpaid sellers' rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods) (iv) all monies due or to become due to the Debtor under all purchase orders and contracts for the sale or lease of goods or the performance of services or both by the Debtor (whether or not yet earned by performance on the part of the Debtor) now or hereafter in existence, including without limitation the right to receive the proceeds of said purchase orders and contracts, and (v) all collateral security and guarantees of any kind, now or hereafter in existence, given by any Person with respect to any of the foregoing.

"Agent" shall mean First Union National Bank, as agent for the Lenders pursuant to the Credit Agreement, or any successor agent appointed in accordance with the terms of the Credit Agreement and respecting the Security Documents, as agent for the Secured Parties.

"Chattel Paper" shall mean any and all "chattel paper," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by the Debtor, wherever located.

"Credit Agreement" shall mean, collectively or individually as the context requires, the Tranche A Credit Agreement and the Tranche B Credit Agreement.

"Documents" shall mean any and all "documents," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by the Debtor, wherever located, including without limitation each bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" shall mean equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired using the proceeds of the Loans or the Holder Advances by the Lessee or the Lessor and all improvements and modifications thereto and replacements thereof, whether or not now owned or hereafter acquired

# UNOFFICIAL COPY

or now or subsequently attached to, contained in or used or usable in any way in connection with any operation of any Improvements, including but without limiting the generality of the foregoing, all equipment described in the Appraisal including without limitation all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, cleaning systems (including without limitation window cleaning apparatus) (but excluding telephones, communication systems, satellite dishes, antennae, televisions and computers), sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Fixtures" shall mean all fixtures relating to the Improvements, including without limitation all components thereof, located in or on the Improvements, together with all replacements, modifications, alterations and additions thereto.

00772556

"General Intangibles" shall mean any and all "general intangibles," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by the Debtor, including without limitation all contracts, undertakings, or agreements in or under which the Debtor may now or hereafter have any right (other than any right evidenced by Chattel Paper, Documents or Instruments), title or interest, including without limitation any agreements relating to the terms of payment or the terms of performance of any Account.

"Holders" shall mean First Union National Bank and shall include the other banks and financial institutions which may be from time to time holders of Certificates in connection with the 1995 Pep Boys Leased Property Trust and the 1997 Pep Boys II Leased Property Trust (as applicable).

"Improvements" shall mean, with respect to the construction, renovations and/or Modifications on any Land, all buildings, structures, Fixtures, and other improvements of every kind existing at any time and from time to time on or under the Land refinanced or otherwise acquired using the proceeds of the Loans or the Holder Advances, together with any and all appurtenances to such buildings, structures or improvements, including without limitation sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including without limitation all Modifications and other additions to or changes in the Improvements at any time, including without limitation any Improvements existing as of the Closing Date.

"Instruments" shall mean any and all "instruments", as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by the Debtor, wherever located, including without limitation all certificated securities, all certificates of deposit, and all notes and other, without limitation, evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Land" shall mean a parcel of real property described on (a) the Requisition issued by the Lessee on the Closing Date relating to such parcel and (b) the schedules to each applicable Lease

# UNOFFICIAL COPY

Supplement executed and delivered in accordance with the requirements of Section 2.4 of the Lease.

"Lenders" shall mean Congress Financial Corporation, First Union National Bank and shall include the other banks and financial institutions which may be from time to time party to the Participation Agreement and the Credit Agreement.

"Lessee" shall mean The Pep Boys Manny Moe & Jack of California, a California corporation, and its successors and permitted assigns under the Operative Agreements.

"Lessor" shall mean State Street Bank and Trust Company of Connecticut, National Association, as Owner Trustee under the 1997 Pep Boys II Leased Property Trust, not in its individual capacity, but as the Lessor under the Lease. **00772556**

"Obligations" shall mean any and all obligations now existing or hereafter arising under the Credit Agreement, the Notes, the Trust Agreement, the Certificates and/or any other Operative Agreement.

"Operative Agreements" shall mean the following: the Participation Agreement, the Trust Agreement, the Certificates, the Credit Agreement, the Notes, the Lease, the Lease Supplements (and memoranda of the Lease and each Lease Supplement in a form reasonably acceptable to the Agent), the Joinder Agreements, the Security Agreement, the Mortgage Instruments, the Intercreditor Agreement, the other Security Documents, the Deeds and any and all other agreements, documents and instruments executed in connection with any of the foregoing.

"Participation Agreement" shall mean the Participation Agreement dated on or about the Closing Date, among the Lessee, the Guarantors, the Debtor, not in its individual capacity except as expressly stated therein, the Holders, the Lenders and the Agent.

"Property" shall mean the properties described on the schedules to the Lease Supplements and in the attachments to the Mortgage Instruments (including, without limitation, all Improvements and Equipment related thereto).

"Rent" shall mean, collectively, the Basic Rent and the Supplemental Rent, in each case payable under the Lease.

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.

# UNOFFICIAL COPY

SCHEDULE 1  
Legal Description  
Store #514  
Chicago, Illinois

## PARCEL 1:

LOT 1 IN HALSTED CORNERS, BEING A RESUBDIVISION OF LOT 2 OF EMRO LAND COMPANY RESUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RE-SUBDIVISION RECORDED JUNE 6, 1997 AS DOCUMENT 97403241, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS APPURTENANT TO PARCEL 1, UPON, OVER AND ACROSS ALL THE SIDEWALKS, ENTRANCES, DRIVES, LANES, ROADWAYS AND SERVICE DRIVES ON THE SERVICE STATION PARCEL, DESCRIBED THEREIN AS EXHIBIT "A" AND DEPICTED ON SKETCH ATTACHED THERETO AS EXHIBIT "D" (THE EMRO ROADWAY) AS CONTAINED IN THE NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT DATED JUNE 6, 1997 AND RECORDED JUNE 16, 1997 AS DOCUMENT 97429612 MADE BY AND BETWEEN HOMEWOOD VENTURE, L.L.C. ("HOMEWOOD VENTURE") AND EMRO MARKETING COMPANY ("EMRO").

00772556

## PARCEL 3:

PERPETUAL NON-EXCLUSIVE EASEMENT AND LICENSE APPURTENANT TO THE PARCEL 1, OVER, ABOVE, ALONG, UNDER, IN AND ACROSS THE SERVICE STATION PARCEL AS LEGALLY DESCRIBED THEREIN AS EXHIBIT "A" AND DEPICTED ON SKETCH ATTACHED THERETO AS EXHIBIT "C" FOR ALL PURPOSES CONNECTED WITH THE STORM SEWER CONSTRUCTION AND UTILIZING, PROVIDING MAINTENANCE ON, REPAIRING AND REPLACING, AS NECESSARY, THE STORM SEWER SYSTEM AND THE TRANSMISSION, DISCHARGE, DRAINAGE OF WATER FROM THE HOMEWOOD VENTURE PARCEL THROUGH THE STORM SEWER SYSTEM TO THE EXISTING STORM SEWER SYSTEM ON THE SERVICE STATION PARCEL AND STORAGE OF SUCH WATER AS NECESSARY IN SHUCCH EXISTING STORM SEWER SYSTEM, AS CONTAINED IN THE STORM SEWER EASEMENT AGREEMENT DATED JUNE 6, 1997 AND RECORDED JUNE 16, 1997 AS DOCUMENT 97429613 MADE BY AND BETWEEN HOMEWOOD VENTURE, L.L.C., ("HOMEWOOD VENTURE") AND EMRO MARKETING COMPANY ("EMRO").

# UNOFFICIAL COPY

SCHEDULE 1  
Legal Description  
Store #514  
Chicago, Illinois  
Continued - Page 2

## PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR (I) PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM THE PEP BOYS PARCEL, UPON, OVER AND ACROSS ALL THE SIDEWALKS, ENTRANCES, DRIVES, LANES, ROADWAYS AND SERVICE DRIVES ON THE HOMEWOOD VENTURE PARCEL, LEGALLY DESCRIBED BELOW, WHICH ARE NOW OR MAY HEREAFTER FROM TIME TO TIME BE USED FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, AND (II) THE PARKING OF PASSENGER VEHICLES UPON ALL THE PARKING AREAS ON THE HOMEWOOD VENTURE PARCEL WHICH ARE NOW OR MAY THEREAFTER FROM TIME TO TIME BE USED FOR PARKING AS CONTAINED IN THE RECIPROCAL EASEMENT, MAINTENANCE AND USE RESTRICTION AGREEMENT DATED JUNE 5, 1997 AND RECORDED JUNE 17, 1997, AS DOCUMENT 97430720 MADE BY AND BETWEEN HOMEWOOD VENTURE, L.L.C., ("HOMEWOOD VENTURE") AND STATE STREET BANK AND TRUST COMPANY, A MASSACHUSETTS TRUST COMPANY, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE UNDER DECLARATION OF TRUST DATED FEBRUARY 28, 1997.

LOT 2 IN HALSTED CORNERS, BEING A RESUBDIVISION OF LOT 2 OF EMRO LAND COMPANY RESUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JUNE 6, 1997 AS DOCUMENT 97403241.

PIN# 06-1304336

00772556