

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)

UNOFFICIAL COPY


Debtor(s) (Last Name) and address(es)
Kimbrel, Ned A.
2425 E. Oakton Street
Arlington Heights, IL 60005

Secured Party(ies) and address(es)
Heller Small Business Lending Corp.,
a Delaware corporation
500 West Monroe Street, 31st Floor
Chicago, Illinois 60661

00034892

9165/0062 21 001 Page 1 of 4
2000-01-13 12:16:47
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

00034892

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 xxx}~~ ~~{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 xxx}~~ (Strike what is inapplicable) (Describe Real Estate)

See Exhibit A attached

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 Cole Taylor Bank Trust No. 91-051-1, U/T/A September 18, 1969

4. Products of Collateral are also covered.

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

By: Ned A. Kimbrel
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.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

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77-121-31

SE - 11 11/11/82

11/11

11/11/82

Property of Cook County Clerk's Office

11-11-82

DEBTOR:

Ned A. Kimbrel
2425 E. Oakton
Elk Grove Township, Illinois 60005

SECURED PARTY:

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

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Higgins Industrial Park Unit 2, a subdivision of ~~the~~ part of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded December 15, 1966 as Document 20022478, in Cook County, Illinois.

*Commonly known as 2411 East Oakton, Elk Grove Township, Illinois 60005
PIN 08-26-202-002-0000*



Return To: 1563611-3
Lexis Document Services
135 South LaSalle Street
Suite 2260
Chicago, IL 60603

DEBTOR:

Ned A. Kimbrel
2425 E. Oakton
Elk Grove Township, Illinois 60005

SECURED PARTY:

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

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.

GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.