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2001-12-10 09:53:27
Cook County Recorder 31.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0011162877

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Philip deV. Claverie, Esq.
Phelps Dunbar, L.L.P.
365 Canal Street, Suite 2000
New Orleans, Louisiana 70130

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Olympic Oil, Ltd.

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10352 River Road St. Rose LA. 70087 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
36-3244224 Illinois 53046177 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Bank One, N.A.

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
201 St. Charles Avenue, 28th Floor New Orleans LA. 70170 USA

4. This FINANCING STATEMENT covers the following collateral:
All of Debtor's Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Letter of Credit Rights and Other Collateral, now owned and hereafter created or acquired as such terms are more particularly described on Schedule I hereto and located on the Property more particularly described in Exhibit A attached hereto.

Return to:
George Shaw
LandAmerica
4111 Executive Parkway #304
Westerville, Ohio 43081-3862

(Cook County, Illinois)

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Lawyers Title Insurance Corporation 01-16805

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME Olympic Oil, Ltd.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
11d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	
11f. JURISDICTION OF ORGANIZATION			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
See Exhibit A attached hereto.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):
The Metropolitan Sanitary District of Greater Chicago
 West 41st Street
 Chicago, Illinois

LaSalle National Bank
 5555 South Archer Street
 Chicago, Illinois

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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SCHEDULE I

This Financing Statement covers the following described property of Debtor:

All right, title and interest of Debtor in, to and under the following property, whether now owned or existing or hereafter acquired or arising:

- (1) the Accounts;
- (2) the Collateral Account;
- (3) the Equipment;
- (4) the General Intangibles;
- (5) the Proceeds;

The term "Collateral" means each and all of the items and property rights described in clauses (1) through (5) above.

As used in this Schedule, the following terms shall have the meanings indicated:

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by Debtor, and shall also mean and include all accounts receivable, notes, notes receivable, drafts, acceptances, book debts and similar documents and other monies, obligations or indebtedness owing or to become owing to Debtor arising from the sale, lease or exchange of goods or other property by Debtor or the performance of services by Debtor or under any contracts for any of the foregoing (whether or not yet earned by performance on the part of Debtor), whether now in existence or hereafter arising or acquired.

"Collateral Account" shall mean the demand deposit or time deposit account of Debtor maintained (now or in the future) with Mortgagee or a bank satisfactory to Mortgagee.

"Equipment" shall mean all "equipment" (as defined in the UCC, including, without limitation, all furniture and furnishings) now owned or hereafter acquired by the Debtor and located on or relating to the Property and the improvements thereon, together with all additions, accessories, parts, attachments, special tools and accessions now and hereafter affixed thereto or used in connection therewith, and all replacements thereof and substitutions therefor.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by Debtor, including without limitation (i) all contractual rights of, and obligations or indebtedness owing to, Debtor (other than Accounts) from whatever source arising, including without limitation all contract rights of, and obligations or indebtedness owing to, Debtor under any construction contracts to which Debtor is a party, any management, franchise or licensing agreement regarding the conduct of Debtor's business, options or agreements to acquire the Mortgaged Property or any interest therein and all permits and licenses relative to the operation of Debtor's business, (ii) all things in action, rights represented by judgments, awards of damages, settlements and claims arising out of tort, warranty or contract, whether relating to the Mortgaged Property or otherwise (including without limitation the right to assert and otherwise be the proper party of interest to commence, control, prosecute and/or settle such actions, whether as claims, counterclaims or otherwise, and whether involving matters arising from casualty, condemnation, indemnification, negligence, strict liability, other tort, contract, warranty or in any other manner), (iii) rights under service, maintenance or warranty contracts, operating agreements, and other warranties, guaranties and bonds, (iv) the right to receive proceeds attributable to insurance loss of the Mortgaged Property, (v) all goodwill, patents, patent licenses, trademarks, trademark licenses, trade names, service marks, trade secrets, rights in intellectual property, copyrights, permits and licenses, (vi) all rights or claims in respect of refunds for taxes paid and (vii) all deposit accounts of Debtor with Mortgagee, including the Collateral Account.

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"Proceeds" shall mean all cash and non-cash proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Mortgaged Property, including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of the Mortgaged Property, and any condemnation or requisition payments with respect to any Mortgaged Property, and including proceeds of all such proceeds, in each case whether now existing or hereafter arising.

"UCC" shall mean the Uniform Commercial Code in the State of Illinois, as amended from time to time; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Illinois, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

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EXHIBIT A

That part of the Southeast 1/4 of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, lying North of the Indiana Harbor Belt Railroad Company and South of Archer Avenue, in Cook County, Illinois, described as follows:

Commencing at the intersection of the Southerly line of Archer Avenue and the West line of Cicero Avenue (said West line being 50 Feet West of the East line of said Section 9); Thence Southwesterly along the Southerly line of Archer Avenue a distance of 321.31 Feet (320.91 Feet Deed) to a point on a line 33 Feet West of and parallel with the West line of the East 1/16 of said 9 (said line also being the East line of Condemnation Case No. 62 S 7992); Thence South along said parallel East line a distance of 23.39 Feet to the point of beginning (said point being 23 Feet Southerly, measured at right angles, of said Southerly line of Archer Avenue); Thence Westerly along the Southerly condemnation line parallel with and 23 Feet southerly, measured at right angles, of the Southerly line of Archer Avenue, a distance of 138.37 Feet; Thence West along said condemnation line a distance of 94.57 Feet to a point on a line drawn parallel with the aforesaid West line of Cicero Avenue and 17.13 Feet South of the Southerly line of Archer Avenue (said parallel line being 555.19 Feet (554.79 Deed) Westerly measured along the Southerly line of Archer Avenue); Thence Westerly along said condemnation line a distance of 198.59 Feet to a point on a line 4 Feet South, measured at right angles, of said Southerly line of Archer Avenue; Thence Westerly along said condemnation line a distance of 146.73 Feet to a point on the Southerly line of Archer Avenue (said point being 903.15 Feet Westerly of the West line of Cicero Avenue as measured along the Southerly line of Archer Avenue); Thence Westerly along the Southerly line of Archer Avenue a distance of 1,720.97 Feet to the East line of South Laramie Avenue as dedicated for a public street by document no. 10387744 recorded June 3, 1929 (said East line being 33 Feet East of and parallel with the West line of the Southeast 1/4 of said Section 9); Thence along said East line a distance of 645.41 Feet to the North line of the Indiana Harbor Belt Railroad Company Right-Of-Way; Thence East along said North Right-Of-Way line a distance of 2,580.06 Feet to the West line of Cicero Avenue; Thence North along said West line, a distance of 777.73 Feet to a point 330.62 Feet South of the Southerly line of Archer Avenue; Thence West along a line parallel with the South line of said Section 9 a distance 315.97 Feet to a point on a line 33 Feet West of and parallel with the West line of the East 1/16 of said Section 9; Thence North along the West described line a distance of 248.75 Feet to the point of beginning.

Address of Property: 5555 South Archer Avenue, Chicago, Illinois

Permanent Index #: 19-04-200-018

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EXHIBIT B

Parcel 1:

Lot 56 (except the Easterly 200 Feet) and all of Lot 58 (except the Southeasterly 17 Feet of Lots 56 and 58) in Sanitary District Trustees Subdivision of the right of way from the North and South center line of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois to the Will County line in Cook County, Illinois.

Parcel 2:

An easement for a right of way for ingress and egress over a road 30 Feet wide from the Westerly line of Cicero Avenue to the East line of Parcel 1, as set forth in lease from the Sanitary District of Chicago to U.S. Industrial Chemicals, Inc., dated September 05, 1940 and recorded July 25, 1951 as document 15131618, in Cook County, Illinois.

Address of Property: 5000 West 41st Street, Cicero, Illinois

Permanent Index #: 19-04-200-018-000

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