

UNOFFICIAL COPY

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2002-04-15 11:43:27  
Cook County Recorder 31.50



0020430110

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Zachary E. Samton, Esq. Chadbourne & Parke LLP 30 Rockefeller Plaza New York, New York 10112	When recorded mail to: LandAmerica Financial Group, Inc. Attn: POST CLOSING-DEPT 3636 N. Central Ave., #350 Phoenix, AZ 85012 Escrow No. <u>X01- 23817</u>
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01-076816

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 7-Eleven, Inc.					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2711 North Haskell Avenue - Cityplace Center East		CITY Dallas	STATE TX	POSTAL CODE 75202-3789	COUNTRY USA
1d. TAX ID #: SSN OR EIN 75-1085131	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Texas	1g. ORGANIZATIONAL ID #, if any TX179090	<input type="checkbox"/> 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	<input type="checkbox"/> 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 State Street Bank and Trust Company of Connecticut, National Association, as Trustee of Convenience Statutory Trust - 2001					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 225 Asylum Street - Goodwin Square		CITY Hartford	STATE CT	POSTAL CODE 06103	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:  
  
See Rider A and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA FFCA - 11459 S. Kedzie Ave., Chicago, Illinois						

Lawyers Title Insurance Corporation

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME 7-Eleven, Inc.			
OR	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

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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 or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

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

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 Rider A and Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

State Street Bank and Trust Company of Connecticut,  
National Association, as Trustee of Convenience Statutory Trust-2001

16. Additional collateral description:

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

**RIDER A**

The collateral is hereby described as follows:

- (i) the Land described in Exhibit A attached hereto and made a part hereof (the "Land");
- (ii) all improvements now or hereafter located on the Land (the "Improvements," and together with the Land, the "Property");
- (iii) the Debtor's interest under the Lease Agreement dated as of January 25, 2001 between Secured Party, as lessor, and Debtor, as lessee, and all modifications, amendments, extensions and renewals of such instruments, and the leasehold estate, rights, options, rights of first refusal, rights of first offer, privileges, credits, options and other interests of the Debtor created thereby;
- (iv) all the estate, right, title, claim or demand of any nature whatsoever of Debtor, either in law or in equity, in possession or expectancy, in and to the Property or any part thereof;
- (v) all easements, rights-of-way, gores of land, streets, ways, licenses, railroad crossings, access and use agreements, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Property (including, without limitation, all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Property or now or hereafter transferred to the Property) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the center line thereof;
- (vi) all equipment fixtures, machinery, apparatus, fittings, engineering supplies and other property of every kind and nature whatsoever which were purchased with the proceeds of the indebtedness (including, without limitation, all HVAC, refrigeration equipment and refrigerated vaults) and all additions thereto and renewals and replacements thereof or substitutions therefor, now or hereafter located upon or in, or attached to, any portion of the Property and which are now owned or hereafter acquired by the Debtor, or in which the Debtor has or shall have an interest, or appurtenances thereto and all building equipment, materials and supplies of any nature whatsoever owned by Debtor or in which Debtor has or shall have an interest, now or hereafter located upon the Property whether stored at the Property or off-site which were purchased with the proceeds of the indebtedness;

- (vii) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property, whether from a condemnation (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Property;
- (viii) all of the Debtor's right, title and interest in, to and under all leases, sub-leases and other agreements affecting the use or occupancy of the Property now or hereafter entered into (excluding 7-Eleven franchise agreements) and any renewals or extensions thereof and all guaranties of any of the foregoing and the right to receive and apply the rents, issues and profits of the Property to the payment of the indebtedness;
- (ix) all of the Debtor's right, title and interest in and to all contracts from time to time executed by the Debtor or any manager or agent on its behalf relating to the demolition, ownership, construction, management, leasing, operation, occupancy, sale or financing of the Property or any part thereof (excluding 7-Eleven franchise agreements) and all agreements relating to the purchase or lease of any portion of the Property or any property which is adjacent or peripheral to the Property (including, without limitation, development rights and air rights), together with the right to exercise such options, all consents, certifications, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof, to the extent assignable and all surveys, drawings, maps, plans, specifications and similar or related items relating to the Property;
- (x) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for a casualty to the Property;
- (xi) the right, in the name and on behalf of the Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of the Secured Party in the Property;
- (xii) all refunds or rebates of taxes or payments in lieu of taxes, now or hereafter assessed or levied against the Property;
- (xiii) all products and proceeds of any portion of the foregoing.

Intellectual property of the Debtor associated with the ownership or operation of the Debtor's business is specifically excluded herefrom.

# UNOFFICIAL COPY

This UCC-1 Financing Statement is filed in connection with a certain Lease Agreement dated as of January 25, 2001 between Secured Party, as lessor and Debtor, as lessee, as amended by Memorandum of Lease and Lease Supplement No. 59 to Lease dated as of July 20<sup>th</sup> 2001 and intended to be recorded simultaneously herewith.

Property of Cook County Clerk's Office

LEGAL DESCRIPTION

That part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, lying South of a line 135 feet North of and parallel to the Northerly line of 115th Street and West of a line 140 feet East of and parallel to the Easterly line of Kedzie Avenue, in Cook County, Illinois;

ALSO

The West 17 feet of Lots 5 and 6 in Finitzo's Shelley Lane Subdivision of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13 East of the Third Principal Meridian (except that part thereof lying South of a line 135 feet North of and parallel to the Northerly line of 115th Street and West of a line 140 feet East of and parallel to the Easterly line of Kedzie Avenue), in Cook County, Illinois;

All of the above-described property being that property conveyed by Deed dated June 2, 1981 recorded September 16, 1981 commitment number 26000534 from Shell Oil Company, a Delaware corporation to The Southland Corporation, a Texas corporation;

Exception from the above-described property that part thereof described below conveyed by Deed dated February 16, 1983 recorded April 26, 1983 as Document Number 26582696 from The Southland Corporation, a Texas corporation, to the People of the State of Illinois, for the use and benefit of the Department of Transportation, described as follows:

That portion of that part of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, lying South of a line 135 feet North of and parallel to the Northerly line of 115th Street and West of a line 140 feet East of and parallel to the Easterly line of Kedzie Avenue, in Cook County, Illinois, bounded and described as follows:

Beginning at the Southwest corner of the above described property; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds West 20 feet along the Easterly line of Kedzie Avenue; thence South 44 degrees 45 minutes 24 seconds East 28.40 feet to a point in the Northerly line of 115th Street; thence North 89 degrees 30 minutes 49 seconds West 20.00 feet along the said Northerly line of 115th Street to the point of beginning, in Cook County, Illinois.

X01-23817  
FFCA No. 8000-6831  
Store No. 23364/Southland  
11459 South Kedzie Avenue  
Chicago, IL, County of Cook

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