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2002-06-19 14:37:57
Cook County Recorder 33.50

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO: 5412039-09M
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

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
MAIN STEEL POLISHING COMPANY, INC.

OR
1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS
2 HANCE AVENUE

CITY
TINTON FALLS

STATE
NJ

POSTAL CODE
07724

COUNTRY
USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
CORPORATION

1f. JURISDICTION OF ORGANIZATION
NEW JERSEY

1g. ORGANIZATIONAL ID #, if any
NJ-0100360046

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
REALIZATION SERVICES, INC.

OR
3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
124 DAVIDS HILL ROAD

CITY
BEDFORD HILLS

STATE
NY

POSTAL CODE
10507

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

Any and all assets and personal property, including (without limitation) any and all accounts, equipment, inventory, goods, securities, financial assets, investment property, documents, letter-of-credit rights, chattel paper, commercial tort claims, deposit accounts, payment intangibles, software, and general intangibles, and including (without limitation) the assets and properties listed on Exhibit A hereto, in each case whether now existing or hereafter acquired or created, together with the products and proceeds thereof and all collections, payments and other distributions and realizations with respect thereto.

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 (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2 (optional)

8. OPTIONAL FILER REFERENCE DATA
No. of additional sheets presented: 6 Filed with: Cook County, Illinois

Handwritten notes and signatures, including a date stamp '3/3/02' and initials 'P17'.

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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 MAIN STEEL POLISHING COMPANY, INC.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 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)

OR	12a. ORGANIZATION'S NAME			
	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 Exhibit B attached hereto and incorporated herein for a description of the real property.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):
LA SALLE NATIONAL TRUST, N.A., successor in interest to LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated May 14, 1984 and known as Trust No. 108072
c/o Thomas A. Mallan
Main Steel Polishing Company, Inc.
2 Hance Avenue
Tinton Falls, New Jersey 07724

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

②

EXHIBIT A

Debtor

Main Steel Polishing Company, Inc.
2 Hance Avenue
Tinton Falls, New Jersey 07724

Secured Party

Realization Services, Inc.
124 Davids Hill Road
Bedford Hills, New York 10507

This Financing Statement covers the following types or items of collateral:

All of Debtor's properties and assets, whether now owned or hereafter acquired, including, without limitation, the following:

(A) RECEIVABLES: All of Debtor's accounts, as such term is defined in the Uniform Commercial Code, and all of Debtor's contract rights, instruments (including those evidencing indebtedness owed to Debtor by its Affiliates), documents, chattel paper, general intangibles relating to accounts, drafts and acceptances, and all other forms of obligations owing to Debtor arising out of or in connection with the sale or lease of Inventory or the rendering of services, and all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Secured Party hereunder;

(B) EQUIPMENT: All of Debtor's equipment, as such term is defined in the Uniform Commercial Code, and all of Debtor's goods (other than Inventory) whether now owned or hereafter acquired and wherever located including, without limitation, all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto except those items set forth on Annex I attached to this Exhibit A;

(C) GENERAL INTANGIBLES: All of Debtor's general intangibles, as such term is defined in the Uniform Commercial Code, whether now owned or hereafter acquired including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer and supplier lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, all security interests or other security held by or granted to Debtor to secure payment of any of the Receivables by a Customer, all rights of indemnification, all payment intangibles (as such term is defined in the Uniform Commercial Code), all software (as such term is defined in the Uniform Commercial Code) and all other intangible property of any and every kind and nature (other than Receivables);

(D) INVESTMENT PROPERTY: All of Debtor's investment property, as such term is defined in the Uniform Commercial Code, whether now owned or hereafter acquired, including but not limited to all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, stocks, bonds, mutual fund shares, money market shares and U.S. Government securities;

(E) INVENTORY: All of Debtor's inventory, as such term is defined in the Uniform Commercial Code, and all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them; and

(F) All of Debtor's right, title and interest in and to (i) its goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to Debtor from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing this Agreement; (v) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments, documents, chattel paper, warehouse receipts, deposit accounts, money, securities and investment property including, without limitation, the Main Tape Note; (vi) if and when obtained by Debtor, all real and personal property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (vii) any other goods, personal property or real property now owned or hereafter acquired in which Debtor has expressly granted a security interest or may in the future grant a security interest to Secured Party hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Secured Party and Debtor;

(G) All of Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by Debtor or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e) (f) or (h) of this Paragraph; and

(H) All proceeds and products of (a), (b), (c), (d), (e), (f) and (g), in whatever form, including but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

UNOFFICIAL COPY**ANNEX I****Debtor**

Main Steel Polishing Company, Inc.
2 Hance Avenue
Tinton Falls, New Jersey 07724

Secured Party

Realization Services, Inc.
124 Davids Hill Road
Bedford Hills, New York 10507

**EQUIPMENT RELATING TO THE FOLLOWING TRANSACTIONS
WITH THE CREDITORS LISTED BELOW**

Creditor

Three Rivers Bank and Trust Company

Instrument

Term Loan Agreement dated January 9,
1997 for \$2,998,000

Term Loan Agreement dated October 16,
1998 for \$530,000

Loan Agreement dated January 18, 2001
for \$1,050,000

Charter Financial, Inc./
Wells Fargo Equipment Finance, Inc.

Financing Agreement No. 3276 dated June
24, 1997 for \$412,980

Financing Agreement No. 3422 and No.
3422A dated November 11, 1997 for
\$422,700

Financing Agreement No. 3792 dated May
19, 1998 for \$831,980

Financing Agreement No. 3821 dated
September 23, 1998 for \$221,804

Financing Agreement No. 3855 dated
September 23, 1998 for \$342,496

Financing Agreement No. 3997 dated
November 17, 1998 for \$484,208

Creditor

Instrument

Financing Agreement No. 4034 and No. 4034A dated December 29, 1998 for \$484,844

Financing Agreement No. 4121 and No. 4121A dated December 29, 1999 for \$417,998

Financing Agreement No. 4603 dated April 5, 2000 for \$625,843.09

Financing Agreement No. 4607 dated April 20, 2000 for \$593,425.75

Security Agreement dated April 20, 2000 (one (1) Edgcomb 60" Loopco Slitting Line)

Wells Fargo Equipment Finance, Inc.

Financing Agreement No. 10704 dated December 8, 2000 for \$488,088.97

Property of Cook County Clerk's Office

EXHIBIT B

Debtor

Main Steel Polishing Company, Inc.
2 Hance Avenue
Tinton Falls, New Jersey 07724

Secured Party

Realization Services, Inc.
124 Davids Hill Road
Bedford Hills, New York 10507

Address of Real Property

802 East Devon Avenue
Bartlett, Illinois 60103

Description of Real Property

Permanent Real Estate Tax Index Number: 06-35-400-009
06-35-400-019

PARCEL 1:

Lot 1 in Bartlett Industrial Park, being a Subdivision of part of the Southeast 1/4 of Section 35 and part of the Southwest 1/4 of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, in the Village of Bartlett in Cook County, Illinois;

PARCEL 2:

The East 15 feet (as measured at right angles to the South line of the above said Lot 1) of the following parcel:

Commencing at the Southeast corner of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian, thence Westerly along the south line of said Southeast 1/4, a distance of 703.33 feet to the Southwest corner of Bartlett Industrial Park, being a Subdivision of part of Section 35 and Section 36 aforesaid, for the point of beginning, thence Northerly along the West line of said Bartlett Industrial Park and parallel with the East line of said Southeast 1/4, a distance of 777.52 feet to the Southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, thence Northwesterly along said Southerly right of way line, a distance of 672.19 feet, thence southerly parallel with the East line of the Southeast 1/4 of said Section 35, a distance of 900.09 feet to the South line of said Southeast 1/4, hence Easterly along said South line, a distance of 665.0 feet to the point of beginning, all in Cook County, Illinois;

PARCEL 3:

Easement for the benefit of Parcels 1 and 2 as created by grant from Western Acadia, Inc., a corporation of Illinois, to LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated January 30, 1974, known as Trust No. 47075, dated February 1, 1974 and recorded October 3, 1974 as Document 22866219 to construct, install, alter, maintain, renew and operate a railroad switch track and all other necessary appurtenances, equipment or facilities for the purpose of providing railroad service over and across the land described as follows:

That part of the southeast 1/4 of Section 35, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook county, Illinois, described as follows:

Commencing at the intersection of the southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad with a line that is 15.00 feet West of (as measured at right angles) and parallel with the West line of Lot 1 in Bartlett Industrial Park, being a Subdivision of part of the Southeast 1/4 of Section 35 and part of the Southwest 1/4 of Section 36, Township and Range aforesaid; thence Southerly along said parallel line, a distance of 116.73 feet for the point of beginning; thence continuing Southerly along said parallel line, a distance of 540.25 feet; thence Northwesterly along a line that forms an angle of 176 degrees 47 minutes and 43 seconds to the right with the prolongation of the last described course, a distance of 348.38 feet; thence Northwesterly along a curve to the left having a radius of 407.38 feet and to a point on the Southerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad, that is 275.19 feet Northwesterly of (as measured along said Southerly right-of-way line) the Northwest corner of Lot 1, aforesaid; thence Southwesterly along said Southerly right-of-way line, a distance of 161.02 feet; thence Southerly along a curve to the right having a radius of 477.38 feet, a distance of 164.77 feet to the point of beginning, in Cook County, Illinois.

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