

# UNOFFICIAL COPY



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2002-10-25 11:39:41  
Cook County Recorder 52.00

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DONALD J. DREYFUS**  
**C/O BURKE, COSTANZA & CUPPY LLP**  
**9191 BROADWAY**  
**MERRILLVILLE, INDIANA**  
**46410**



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **99U11775**

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the **REAL ESTATE RECORDS.**

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects:  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 **CHANGE name and/or address:** Give current record name in item 6a and give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 **DELETE name:** Give record name to be deleted in item 6a or 6b.  
 **ADD name:** Complete item 7a or 7b, and give item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME      SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME      SUFFIX

7c. MAILING ADDRESS      CITY      STATE      POSTAL CODE      COUNTRY

7d. TAX ID #: SSN OR EIN      ADDL INFO RE ORGANIZATION DEBTOR      7e. TYPE OF ORGANIZATION      7f. JURISDICTION OF ORGANIZATION      7g. SP. ORGANIZATIONAL ID #, if any  NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral:  deleted or  added, or give entire  revised collateral description, or describe collateral  assigned.

SEE APPENDED SECURITY AGREEMENT

8. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

8a. ORGANIZATION'S NAME  
**SHAMROCK ENTERPRISES, INC.**

OR

8b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME      SUFFIX

10. OPTIONAL FILER REFERENCE DATA **795454/005**

# BOX 314

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## SECURITY AGREEMENT Non-Consumer (General)

The undersigned SHAMROCK ENTERPRISES, INC., an Illinois corporation, ("Debtor") grants to TERRY ROBINSON AND ELIZABETH ROBINSON ("Secured Party") a security interest in the following described property, together with all additions, accessions, accessories and replacements:

Operations Assets as described in an Agreement For Purchase And Sale Of Certain Assets and Franchises involving eight (8) Kentucky Fried Chicken Restaurants located in Cook County, Illinois\* and more specifically, all of the inventory, stock in trade, merchandise, food and paper items, cash in the registers, equipment, supplies, uniforms and other tangible assets together with all assignable or transferrable warranties, if any, at the restaurants, ~~including but not limited to the items enumerated on Schedules I through X, inclusive, appended hereto.~~

\* - per schedule appended

(all called the "Collateral"), and in the proceeds thereof to secure the payment of a debt evidenced by a Promissory Note in the total principal amount of One Million, Six Hundred Seventy-Five Thousand Dollars (\$1,675,000.00), and also any liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising from Debtor to Secured Party (all called the "Obligation"), all of which Debtor promises to pay with interest as provided in any instrument evidencing an obligation, or if there is no other provision for interest, then with interest at the rate of eight percent (8%) annually before maturity and at the rate of twelve percent (12%) annually ("Delinquent Rate") after maturity, all without relief from valuation and appraisal laws and with reasonable attorneys' fees and all costs of collection.

If this is a purchase money security interest, Secured Party may disburse directly to the seller of the Collateral that portion of the loan proceeds being used to acquire the Collateral. Debtor waives as against the Secured Party all claims and defenses, now or hereafter existing, of Debtor against the seller of the Collateral.

**I. Debtor's Representations and Warranties.** Debtors represents, warrants and covenants that:

**A. Address.** Debtor's principal place of business is:

Shamrock TBC, Inc..  
15 Spinning Wheel Road, Suite 110  
Hinsdale, Illinois, 60526  
Attn: Stephen C. McGue

**B. Location of Collateral.** The Collateral will be kept only at the following location and no other (without the written consent of Secured Party):

At the respective restaurant locations listed on Exhibit A attached hereto and made a part hereof.

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**C. Debtor's Title.** This is a security interest subordinate to any Citicorp initial purchase money financing which Debtor requires to close the purchase of the eight (8) Kentucky Fried Chicken restaurants. Debtor is the owner of the Collateral free from any liens, security interests or encumbrances other than the security interest herein granted to Secured Party. Debtor has good right to subject the Collateral to the security interest hereunder, and will defend the Collateral against all adverse claims and demands, except for such Citicorp financing. No financing statement or other evidence of any other security interest covering any part of the Collateral or any proceeds thereof (other than any filed by Secured Party) is on file in any public office.

**D. Status of Collateral as a Fixture.** The Collateral shall not be affixed to real estate unless a description of the real estate, its address and the name and address of any Owner other than Debtor, are inserted here:

\_\_\_\_\_

\_\_\_\_\_

**E. Transfer of Collateral.** Other than the sale of inventory in the ordinary course of business, Debtor shall not sell, assign, transfer, encumber or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party. If any encumbrance is imposed under the Collateral by operation of law, Debtor shall give Secured Party immediate written notice of this fact.

**F. Use of Collateral.** The Collateral shall be used only for the following purposes:

For the operation of the respective restaurants.

Debtor shall not hereafter change this use without Secured Party's prior written consent.

**G. Preservation of Perfected Security Interest.** Debtor shall immediately notify Secured Party in writing of any change of address from that shown in this Agreement. Debtor will do such acts as Secured Party reasonably may request to establish and maintain in Secured Party a valid security interest in the Collateral, free of all other liens and claims excepting said Citicorp initial purchase money financing. Debtor shall execute and deliver to Secured Party such financing and continuation statements, and amendments thereof or supplements thereto, and such other documents as Secured Party may from time to time require to perfect, preserve and protect the security interest granted herein. Debtor authorizes Secured Party to file financing and continuation statements, and amendments and supplements thereto, relating to the Collateral signed only by Secured Party.

**H. Insurance.** Debtor shall keep the Collateral at all times insured against risk of loss or damage by fire, theft, and such other casualties as Secured Party may reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Secured Party may reasonably approve. Losses in all cases shall be payable to

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Secured Party and Debtor as their interest may appear. All policies of insurance shall provide for at least ten (10) days' prior written notice of cancellation to Secured Party. Debtor shall furnish to Secured Party satisfactory evidence of such insurance coverage. Debtor appoints Secured Party as attorney in fact for Debtor in making, adjusting and settling claims under, and canceling such insurance and endorsing Debtor's name on, any drafts drawn by insurers of the, Collateral.

**I. Condition of Collateral.** Debtor shall keep the Collateral in good repair, shall not permit the Collateral or any part thereof to be wasted or destroyed, and shall not use the Collateral or permit its use in violation of any applicable law, regulation or policy of insurance thereon. Debtor shall furnish to Secured Party such reports and other information concerning the Collateral as Secured Party reasonably may request from time to time. Secured Party may examine and inspect the Collateral and Debtor's records pertaining to the Collateral wherever located at any reasonable time or times.

**J. Taxes and Assessments.** Debtor shall pay promptly as they become due and payable, all taxes and assessments imposed upon the Collateral or for its use or operation or upon this Agreement.

**II. Payment of Encumbrances; Possession.** If Debtor shall not discharge taxes and other liens, security interests or encumbrances at any time levied or placed on the Collateral, or does not pay premiums for insurance on the Collateral within 24 hours before any of such charges become delinquent, Secured Party may, at its discretion, pay such charges. Secured Party may also at its discretion, order and pay for the repair, maintenance and preservation of the Collateral and insure it. Upon demand Debtor shall reimburse Secured Party for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization, together with interest on the amount of such payment or expense from the date paid or incurred at the Delinquent Rate. Until default, Debtor shall be entitled to possession of the Collateral and may use it in any lawful manner not inconsistent with this Agreement.

**III. Events of Default.** Time is of the essence of this Agreement. The occurrence of any of the following shall constitute a default under this Agreement:

**A.** Nonpayment or nonperformance of any of the \$1,675,000.00 Promissory Note of Debtor or of any covenant under this Agreement.

**B.** Any warranty, representation or statement made or furnished to Secured Party by, or on behalf of, Debtor in connection with this Agreement or to induce Secured Party to make any loan, advancement or other extension of credit to Debtor which is untrue or misleading in any material respect as of the date when made or furnished.

**C.** Any substantial uninsured loss, theft, damage or destruction of the Collateral, or the making of any levy, seizure or attachment against it.

**D.** The dissolution or termination of existence of Debtor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Debtor; or the admission of Debtor in writing of an inability to pay Debtor's debts as they become due; or the appointment of a

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receiver or trustee for any part of the property of Debtor, or an assignment for the benefit of Debtor's creditors, or the commencement of any proceeding under any insolvency laws by or against Debtor or against any guarantor or surety for Debtor or any part of the Obligations; provided, however, this paragraph (D) shall not apply when bankruptcy proceedings are instituted by or against Debtor.

E. A material default by a lessee in the performance of any lease of the Collateral made by Debtor as lessor and assigned by Debtor to Secured Party to further secure Debtor's Obligations.

F. Default by Debtor in the payment of any indebtedness of Debtor for borrowed money other than any of the Obligations, or the acceleration of the maturity date of any such indebtedness of Debtor.

G. Secured Party's reasonably deeming any of the Obligations to be insecure for any other reason.

H. A default by Debtor in the Second Mortgage which also secures the Obligation.

**IV. Remedies Upon Default.** Upon any material default, Secured Party, at its option and without notice or demand, may declare all Obligations of Debtor secured hereby immediately to be due and payable, and shall have all the remedies of a secured party available under Illinois law, as well as all other applicable rights and remedies allowed by applicable law, regardless of whether such remedies are provided by the law of the jurisdiction where such rights are asserted and such remedies are sought. These remedies include, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part of it may be situated and remove it. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expense of retaking, holding, preparing for sale, selling, and the like shall include Secured Party's reasonable attorneys' fees and legal expenses. All remedies of Secured Party shall be cumulative to the full extent allowed by applicable law. Secured Party may exercise its rights to the Collateral without resorting to, or regard for, other collateral or other sources of security for any of the Obligations. No delay or omission on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

**V. Termination; Nonwaiver; Joint and Several Obligations.** This Agreement and the security interest in the Collateral created hereby shall terminate when: (1) the Obligations have been fully satisfied and paid in full; and (2) after Debtor has requested and Secured Party agreed in writing that the Agreement be canceled and any financing statements terminated. No waiver by Secured Party of any default shall be effective unless in writing, or operate as a waiver of any other default or of the same default on a future occasion. If there is more than one Debtor, their obligations

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hereunder shall be joint and several.

**VI. Applicable Law.** Should applicable law confer any rights or impose any duties inconsistent with, or in addition to, any of the provisions of this Agreement, the affected provisions of this Agreement shall be considered amended to conform to such law, but all other provisions hereof shall remain in full force and effect without modification. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

**VII. Notices.** Any notice required to be given by either party to the other under the provisions of this Agreement or under applicable law shall be sufficient if given either in person or by certified or registered mail, return receipt requested, addressed to the address indicated in this paragraph or to such other address as either party may have last specified by written notice to the other. These addresses are:

AS TO DEBTOR, the following:

**SHAMROCK TBC, INC.**  
15 Spinning Wheel Road, Suite 110  
Hinsdale, Illinois, 60526  
Attn: Stephen C. McGue

AS TO SECURED PARTY, the following:

**Terry and Elizabeth Robinson**  
7895 Broadway, Suite P  
Merrillville, IN, 46410

Unless a different period is required by law, notice of a future event shall be sufficient if mailed or delivered at least ten (10) days prior to the event.

**DEBTOR ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS INSTRUMENT.**

Executed and delivered at

this 1st day of

October, 1999.

"DEBTOR"

**SHAMROCK ENTERPRISES, INC.**  
an Illinois corporation

By: Stephen C. McGue

Attest: [Signature]

This instrument prepared by Donald J. Dreyfus, Burke Costanza & Cuppy LLP,  
8585 Broadway, Suite 600  
Merrillville, IN, 46410

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**EXHIBIT A**

Property commonly known as 3300 West 183<sup>rd</sup> Street, Hazelcrest, Illinois, 60429; Permanent Real Estate Index Number (s): 28-35-402-012-0000; further legally described on Exhibit 1 attached hereto and made a part hereof.

Property commonly known as 17505 S. Halsted, Homewood, Illinois, 60430; Permanent Real Estate Index Number 29-33-100-049-0000, further legally described on Exhibit 2 attached hereto and made a part hereof.

Property commonly known as 3029 South Chicago Road, South Chicago Heights, Illinois; Permanent Real Estate Index Number (s) 32-32-205-042-0000, further legally described on Exhibit 3 attached hereto and made a part hereof.

Property commonly known as 141200 South Indiana Avenue, Riverdale, Illinois, 60627; Permanent Real Estate Index Number(s) 29-04-235-043-0000, further legally described on Exhibit 4 attached hereto and made a part hereof.

Property commonly known as 4349 West 211<sup>th</sup> Street, Matteson, Illinois, 60443; Permanent Real Estate Number(s) 31-22-400-002-0000; 31-22-400-031-0000, further legally described on Exhibit 5 attached hereto and made a part hereof.

Property commonly known as 420 West 14<sup>th</sup> Street, Chicago Heights, Illinois; Permanent Real Estate Index Number(s) 32-19-401-008-0000, 32-19-401-018-0000, 32-19-401-027-0000, and 32-19-401-028-0000, further described on Exhibit 6 attached hereto and made a part hereof.

Property commonly known as 1043 East Sibley Boulevard, Dolton, Illinois 60419; Permanent Real Estate Index Number(s) 29-11-307-006-0000, 29-11-307-007-0000; 29-11-307-008-0000, 29-11-307-009-0000, 29-11-307-010-0000, and 29-11-307-011-0000, further described on Exhibit 7 attached hereto and made a part hereof.

Property commonly known as 413 East 159<sup>th</sup> Street, Harvey, Illinois, 60426; Permanent Real Estate Index Number(s) 29-16-314-018-0000; 29-16-314-019-0000; 29-16-314-020-0000; & 29-16-314-021-0000, further described on Exhibit 8 attached hereto and made a part hereof.

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Parcel 1:

Lot 3 in Codevco Resubdivision, being a resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the south East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Non-Exclusive Easement for the benefit of Parcel 1, for the purpose of ingress and egress and for parking purposes as contained in Easement and Operating Agreement dated October 9, 1982 and filed October 15, 1982 as Document LR 3278436, under, through and across the "Common Area" as that term is defined in said instrument of the following described land:

Lot 1 in Codevco Resubdivision a Resubdivision of Lot 1 in Dominick's Subdivision, being a Subdivision of part of the South East 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, as registered with the Registrar of Torrens Titles on June 10, 1982 as Document LR 3262521 in Cook County, Illinois.

Property commonly known as 3300 West 183rd Street, Hazelcrest, Illinois 60429

Permanent Real Estate Index Number(s): 28-35-003-012-0000



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LOT 6 IN PARK PLACE PLAZA RESUBDIVISION, BEING A RESUBDIVISION OF THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1995 AS DOCUMENT NUMBER 95329596, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF LOT 6 IN THE PARK PLACE PLAZA SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF LOT 6, A DISTANCE OF 48.87 FEET; THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, 55.78 FEET TO THE WEST LINE OF LOT 6; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE 22.12 FEET TO THE SOUTHERLY NORTHWEST CORNER OF LOT 6; THENCE NORTH 21 DEGREES 22 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE, 3.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NO.: 29-33-100-049-0000

17505 S. Halsted, Homewood, Illinois

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Lots 23 to 28 both inclusive in Block 3 in Keeney's Addition to Chicago Heights, a subdivision of Part of Lot 1 and 9 in the Circuit Court partition of the Northeast 1/4 of Section 32 and the West 1/2 of the Northwest 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3029 South Chicago Road, South Chicago Heights, Illinois

Permanent Real Estate Index Number(s): 32-32-205-042-0000

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Lot 1 and Lot 2 in Block 43 in Ivanhoe Unit 3, being a subdivision of parcels of land lying in Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat recorded August 27, 1925 as document 9017478, in Cook County, Illinois.

Commonly known as 14100 North Indiana Avenue, Riverdale, Illinois 60627

Permanent Real Estate Index Number(s): 29-04-235-043-0000

Property of Cook County Clerk's Office

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Lot 7 (except the West 10 feet) in Block 2 in Matteson Farms, being a Subdivision in the West 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the Northerly 8.0 feet thereof taken by the State of Illinois pursuant to court order entered in 83-2-51174

and the North 40 feet of the West 100 feet of Lot 21 in Block 2 in Matteson Farms, a Subdivision in the West 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 31-22-400-002-0000; 31-22-400-031-0000

Address(es) of Real Estate: 4349 West 211th Street, Matteson, Illinois 60443

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Lots 7, 8, 9 and 14, in Block 1, West End Subdivision, being a subdivision of the North 1/2 of the South East 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the Northerly 13 feet of Lots 7, 8, 9 thereof taken by the State of Illinois pursuant to Court Order entered in 84 L 52639.

Commonly known as 410 West 14th Street, Chicago Heights, Illinois

Permanent Real Estate Index Number(s): 32-19-401-008-0000, 32-19-401-018-0000,  
32-19-401-027-0000; & 32-19-401-028-0000

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Lots 1, 2, 3, 4, 5 and 6 in Block 3 in Calumet Terrace, a subdivision of Lots 2 to 8, both inclusive in a subdivision of the North 515.10 feet of the West 340.89 feet of the South East 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, also the East 1064.5 feet of the South West 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, lying North of the Railroad excepting therefrom the West 75 feet of the North 290.4 feet thereof.

Permanent Real Estate Index Number(s): 29-11-307-006-0000; 29-11-307-007-0000;  
29-11-307-008-0000; 29-11-307-009-0000,  
29-11-307-010-0000; & 29-11-307-011-0000

Address(es) of Real Estate: 1043 East Sibley Boulevard, Dolton, Illinois 60419

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Lots 5, 6, 7 and 8 (except the South 10 feet of said lots) in Block 17 in Percy Wilson's East Center, a subdivision of the South West 1/4 of Section 16, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 29-16-314-018-0000; 29-16-314-019-0000;  
29-16-314-020-0000; & 29-16-314-021-0000

Address(es) of Real Estate: 19 East 159th Street, Harvey, Illinois 60426