

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



0030229028

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Fidelity National Title Insurance Company
Liberty Center
100 West Big Beaver Road, Suite 140
Troy, Michigan 48064
Attention: Carol Ann Martinelli

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20613482 05/31/2002

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 assignor in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

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 or 6b; also 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 also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Frank's Nursery & Crafts, Inc.

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 ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Collateral which relates to the real property described on Schedule A attached hereto, all as more particularly described on Schedule B attached hereto, which Collateral includes, without limitation, all of the Debtor's right, title and interest in and to (a) all leases and ground leases relating to such real property, and all rents from such real property, and (b) all fixtures (and all proceeds of the foregoing) now or hereafter attached to, or located in or upon, or used in connection with, the aforesaid real property.

19-28 202-014
015

9. 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.

9a. ORGANIZATION'S NAME Kimco Capital Corp.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Cook, (IL) Store #:141

BOX 333-CTP

02 080266L

8 D

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

20613482

05/31/2002

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Kimco Capital Corp.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Debtor

Frank's Nursery & Crafts, Inc.

1175 West Long Lake Road

Troy, MI 48098

CORP DE 3516501

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Schedule A

(See attached)

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

30229028

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORD

92085 NSC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEAST OF THE CENTER OF STATE ROAD, WEST OF THE WEST LINE OF THE EAST 57 FEET OF THE AFORESAID NORTHEAST 1/4 OF SECTION 28 AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57 FEET WHICH IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 (EXCEPT THE WESTERLY 50 FEET OF THE TRACT DESCRIBED BEING A PART OF STATE ROAD AND ALSO EXCEPTING THEREFROM THE EASTERLY 475 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TRUSTEE'S DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 44261 TO PLYWOOD MINNESOTA MIDWESTERN, INC. DATED NOVEMBER 14, 1979 AND RECORDED DECEMBER 6, 1979 AS DOCUMENT 25270445 AND AS AMENDED BY DOCUMENT 88368844 AND RE-RECORDED AS DOCUMENT 88455718 FOR ALL LAWFUL PURPOSES OF INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT OF BEGINNING BEING 475.00 FEET WEST (AS MEASURED ALONG SAID RIGHT ANGLE LINE) OF THE SAID WEST LINE OF THE EAST 57.00 FEET THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (AT RIGHT ANGLE TO LAST DESCRIBED RIGHT ANGLE LINE) 24.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (24.00 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE) A DISTANCE OF 429.58 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT DATED DECEMBER 20, 1965; THENCE NORTH 66 DEGREES 15 MINUTES, 47 SECONDS WEST ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 59.62 FEET TO A POINT ON THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE 375.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED;

ALSO,

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT AGREEMENT DATED DECEMBER 20, 1965; THENCE SOUTH 66 DEGREES 15 MINUTES 47 SECONDS EAST, ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 71.00 FEET TO CURVED LINE,

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORD.

007992085 NSC

CONVEX NORTHERLY HAVING A RADIUS OF 49.42 FEET, A DISTANCE OF 38.89 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES 27 MINUTES 30 SECONDS EAST) TO A POINT ON THE WEST LINE OF THE EAST 57.00 FEET, AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 57.00 FEET, A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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SCHEDULE "B" (UCC Fixture Filing)

Debtor: FRANK'S NURSERY & CRAFTS, INC., a Delaware corporation (successor-in-interest through a series of mergers to Frank's Nursery & Crafts, Inc., a Michigan corporation)

Secured Party: KIMCO CAPITAL CORP.

The types of items of property covered by the financing statement to which this Schedule "B" is attached are as follows:

ALL of the estate, right, title and interest of the Debtor in and to all of those certain lot(s), piece(s) or parcel(s) of land described on Schedule "A" attached hereto and made a part hereof for all purposes, and all tenements, hereditaments, servitudes, appurtenances, rights, privileges, and immunities belonging or appertaining thereto (the foregoing is collectively referred to as the "Land"); and

ALL of the estate, right, title and interest of Debtor, both at law and in equity as lessee, under any lease described in Schedule "A" hereto and the leasehold estate created thereby and Debtor's entire right, title and interest therein, as the same may be modified, amended, renewed or extended, and all rights in and to any deposits of cash, securities or other property which may be held at any time and from time to time by the lessor under said lease to secure the performance by Debtor of the covenants, conditions and agreements to be performed by Debtor thereunder, and any option or right of first refusal to purchase the fee simple title to the Land, or any greater interest therein that Debtor now owns (the foregoing is collectively referred to as the "Lease"); and

ALL right, title and interest of Debtor, as lessor, under all space leases, subleases, licenses, occupancy agreements or concessions whereby any Person has agreed to pay money or any consideration to Debtor for the use, possession or occupancy of the Mortgaged Property or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (the foregoing are collectively referred to as the "Space Leases"); and

ALL right, title and interest of Debtor in and to all structures, buildings, facilities and other improvements thereto or thereon situate heretofore or hereafter erected or placed on the Land. (the foregoing is collectively referred to as the "Improvements"); and

ALL right, title and interest of Debtor in and to all tenements, hereditaments, rights, rights-of-way, easements, privileges, liberties, riparian rights and appurtenances thereunto belonging, or in any way appertaining to the Real Property (as such term is defined herein) (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all right, title and interest, if any, of the Debtor in and to all gas, oil, minerals, coal and other substances of any kind or character underlying such Real Property; all estate, claim, demand, right, title or interest, if any, of the Debtor in and to any street, road,

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highway, or alley (vacated or otherwise) adjoining said Real Property or any part thereof (the foregoing is collectively referred to as the "Appurtenances"); and

ALL right, title and interest of Debtor in and to all machinery, equipment and fixtures (other than trade fixtures, shelving, and racking, which can be removed without causing damage to the Real Property) (and, with respect to a lease of any of the foregoing, to the extent of Debtor's rights as a lessee thereunder), or in which Debtor has any right, title or interest, now or hereafter attached to, affixed to, or installed on or in the Real Property, together with any and all additions thereto, substitutions therefor, and repairs, replacements, improvements, and restorations thereof (including, without limitation, all elevators, escalators, utility installations, plumbing, boilers, heating, lighting, ventilation, air conditioning equipment, roof tanks, motors, steam piping, sprinkler systems, and other installations and fixtures of every kind whatsoever other than trade fixtures, shelving, and racking, which can be removed without causing damage to the Real Property), and all cash and non-cash proceeds thereof, all of which shall be deemed to be and remain and form a part of the realty (to the maximum extent permitted by law) and are covered by the lien of this financing statement (the foregoing is collectively referred to as the "Fixtures"); and

ALL right, title and interest of Debtor in and to all contracts, agreements, options, rights of first refusal or rights of first offer and other agreements, understandings or arrangements relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Property or any part thereof, and all income, profits, benefits, avails, advantages and claims against guarantors under any of them except for "Accounts" as that term is defined under the Working Capital Facility (as defined in that certain Credit and Security Agreement by and between Debtor and Secured Party dated as of May 20, 2002, as amended by that certain First Amendment and Waiver to Credit and Security Agreement dated as of the date hereof, as may be further amended from time to time, the "Credit Agreement") (the foregoing is collectively referred to as the "Contracts"); and

ALL right, title and interest of Debtor in and to all licenses, permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Property or any part thereof, (all of the foregoing is collectively referred to as the "Permits"); and

ALL right, title and interest of Debtor in and to all drawings, plans, specifications and similar or related items relating to the Real Property (the foregoing is collectively referred to as the "Plans"); and

ALL right, title and interest of Debtor in and to any and all awards, damages, payment and other compensation, and any and all claims therefor and rights thereto, which may result from taking or injury by virtue of the exercise of the power of eminent domain, or any damage, injury or destruction in any manner caused to the Real Property or the improvements thereon, or any part thereof (the foregoing is collectively referred to as the "Condemnation Awards"); and

ALL right, title and interest of Debtor in and to the insurance policies required to be maintained by the Debtor pursuant to the Credit Agreement or this financing statement (the

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foregoing is collectively referred to as the "Insurance Policies") and any and all proceeds of insurance policies of every kind whatsoever, including title insurance (and all unearned premiums thereon), now or hereafter payable by reason of any damage or destruction to the Real Property, whether payable under the Insurance Policies or otherwise, and all interest thereon (the foregoing is collectively referred to as the "Insurance Policies and Proceeds"); and

ALL right, title and interest of the Debtor in and to all other proceeds of the foregoing, including, without limitation, the Assigned Lease Proceeds (as such term is defined in the Credit Agreement) and the proceeds from the sale of the Land (the foregoing is collectively referred to as the "Proceeds").

(In this financing statement, the Land, the Lease, the Space Leases, the Appurtenances, the Improvements, and the Fixtures are collectively referred to as the "Real Property"; provided, however, that where the context would require reference to tangible real property, the term "Real Property" shall mean the Land, the Improvements, the Appurtenances and the Fixtures and the other items of tangible property which are referred to in the granting clauses hereinabove set forth. The Real Property and all the other rights, interests, benefits and properties described in the foregoing granting clauses, and the Proceeds therefrom, are collectively referred to as the "Secured Property").

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of that certain Mortgage Open End Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement delivered by Debtor on or around the date hereof from Debtor to Secured Party encumbering the Secured Property or any property described therein which is real property or which the parties have agreed to treat as Real Property (the "Mortgage"). Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or Deed of Trust and/or other security agreement or the priority of the Secured Party's lien created thereby and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Mortgage or Deed of Trust and/or other security agreement must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivisions or entity of the Federal Government, be filed in the Commercial Code records. Terms not otherwise defined herein shall be ascribed the meaning given to such term in the Mortgage.