

# UNOFFICIAL COPY

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Cook County Recorder 30.00

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**  
James P. Murphy (212) 701-3345

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

James P. Murphy  
Legal Assistant  
Cahill Gordon & Reindel  
80 Pine Street  
New York, NY 10005



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### 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  
Crown Cork & Seal Technologies Corporation

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
11535 South Central Avenue Alsip IL 60482 USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID #, if any 2696202  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. **SEE INSTRUCTIONS** 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  
Citicorp North America, Inc. as Collateral Agent for the benefit of the Third Lien Secured Parties

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
390 Greenwich Street New York NY 10013 USA

### 4. This FINANCING STATEMENT covers the following collateral:

See Schedule A for a description of the Collateral located at the real property described on Exhibit A attached hereto.

Fixtures located at 11535 South Central Avenue and 5555W. 115th St., Alsip, IL 60482.

(RE: 3rd Lien)

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) (ADDITIONAL FEE)  (optional) All Debtors  Debtor 1  Debtor 2

### 8. OPTIONAL FILER REFERENCE DATA

TO BE FILED IN THE REAL ESTATE RECORDS OF COOK COUNTY, IL UCC-1 FIXTURE FILING

BOX 333-CF

D1 8032400 J Boy

Property of Cook County Clerk's Office

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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		
9a. ORGANIZATION'S NAME		
Crown Cork & Seal Technologies Corporation		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

TO BE FILED IN THE REAL ESTATE RECORDS OF COOK COUNTY, IL.

Fixtures located at 1535 South Central Avenue and 5555W. 115th St., Alsip, IL 60482.

(RE: 3rd Lien)

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S <i>or</i> <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> 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.

The real property described on Exhibit A attached hereto.

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

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

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[Third Mortgage]

Schedule A to UCC-1 Financing Statement made by Debtor,  
in favor of Citicorp North America, Inc.,  
as Collateral Agent, as Secured Party

A. All of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(1) all of Debtor's right, title and interest in the land more particularly described on Exhibit A hereto (the "Land"), together with all rights appurtenant thereto, including, without limitation, the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

(2) all of Debtor's right, title and interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(3) all of Debtor's right, title and interest in all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon and used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Debtor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment (including, without limitation, fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), lifts, and all other indoor or outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, racks, shelves, lockers and cabinets), uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (3), the "Personal Property");

(4) all of Debtor's right, title and interest in all general intangibles owned by Debtor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Im-

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provements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(5) all of Debtor's right, title and interest in all now or hereafter existing leases or licenses (under which Debtor is landlord or licensor) and subleases (under which Debtor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Debtor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(6) all of Debtor's right, title and interest in all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("Proceeds"), including Proceeds of insurance maintained by the Debtor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade or streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Debtor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) all of Debtor's right, title and interest in all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Debtor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Debtor and specifically described herein.

B. Operative Document. This Financing Statement relates to that certain Third Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement (as it may be amended, supplemented or modified from time to time, the "Mortgage") made by Debtor, as mortgagor, in favor of Secured Party, as mortgagee.

C. Definitions. Capitalized terms used and otherwise not defined herein shall have the meaning assigned thereto in the Mortgage.

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## Exhibit A

### PARCEL 1:

That part of the west 2/3 of the southwest 1/4 of section 21, Township 37 north, Range 13, East of the Third Principal Meridian, Bounded and Described as follows: Beginning at the intersection of the East line of the West 33 feet of said Southwest 1/4 (said East Line also being the East Line of Central Avenue) with the South line of the North 33 feet of said Southwest 1/4 (said South line also being the South line of 115<sup>th</sup> Street); thence East along the South line of 115<sup>th</sup> Street, 1537.18 feet to an intersection with a line which is 200 feet, measured perpendicularly, West from and parallel with the East line of the said West 2/3 of the Southwest 1/4; thence South on last described line a distance of 1217.79 feet; thence Northwesterly on a curve convex to the Northeast, having a radius of 420 feet and an arc distance of 529.45 feet to a point which is 959 feet South from the North line of said Southwest 1/4 and 599.85 feet, measured parallel with said North line of the Southwest 1/4, West from the East line of said West 2/3 of The Southwest 1/4; thence West along a line which is 959 feet South from and parallel with North line of said Southwest 1/4, (said parallel line being Tangent to last described curve), A distance of 1137.53 feet to a point on the East line of Central Avenue; thence North on the East line of Central Avenue, a distance of 926 feet to the point of beginning, (Excepting those parts thereof taken or used for 115<sup>th</sup> Street and Central Avenue) in Cook County, Illinois.

### PARCEL 2:

Lot 3 in Carmody subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 20, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded December 31, 1985 as Document 85346030 in the Office of the Recorder of Deeds in Cook County, Illinois.

24 20 401 013

24 21 300 008

24 21 300 010

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