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Cook County Recorder

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions IS
 135 South LaSalle Street
 Suite 2260
 Chicago, IL 60603

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
 CALUMET CROSSING MANAGEMENT, INC.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 17100 S. TORRENCE AVENUE LANSING IL 60438 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 CORP IL 61453954 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
 FLEET BUSINESS CREDIT, LLC

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1 SOUTH WACKER CHICAGO IL 60606 USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to certain personal property of Debtor more particularly described on the attachment hereto, which personal property includes without limitation, certain accounts receivable, tangible personal property and contract rights, and in any case, proceeds of all of the foregoing.

(See Attachment to UCC Financing Statement and Exhibit A Legal Description)

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 FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA 97216

IL-Cook County

1784541-25

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EXHIBIT A

Legal Description

Parcel 1

Lots 1 to 12 (both inclusive), in the subdivision of the North 428 feet of the South 461 feet of the East 153 feet of the North ½ of the Southeast fractional ¼ of Section 8, Township 36 North, Range 15 East of the third principal meridian, in Cook County, Illinois.

Parcel 2

The North 100 feet of the South 561 feet of the West 120 feet of the East 153 feet of the North ½ of the Southeast Fractional ¼ of Section 8, Township 36 North, Range 15 East of the Third Principal Meridian, (Except that portion thereof dedicated for Public Street as per Plat of dedication recorded October 19, 2000 as document no. 00818555), all in Cook County, Illinois

Property of Cook County Clerk's Office

ATTACHMENT TO
UCC FINANCING STATEMENT
PARTIES
DESCRIPTION OF COLLATERAL

DEBTOR:

Calumet Crossing Management, Inc.
17100 S. Torrence Avenue
Lansing, Illinois 60438

SECURED PARTY:

Fleet Business Credit, LLC
One North Wacker Drive
Chicago, Illinois 60060
Attn: Franchise Finance Division

All of Debtor's right, title and interest in and to the following, whether now owned by Debtor, existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights, and wherever located (all capitalized terms set forth herein shall have the meaning set forth in that certain Loan and Security Agreement between Debtor and Secured Party dated as of March __, 2003:

(a) accounts, documents, instruments, goods, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, accounts receivable, chattel paper (whether tangible or electronic), supporting obligations, any other contract or other rights to the payment of money, insurance claims, contract rights (including, without limitation any construction, architect or engineer agreements executed in connection with the Unit) and general intangibles (including all payment intangibles) of Debtor, in each case relating to the Business (including all licenses) but excluding rights under the Franchise Agreement, all plans, specifications, models, tests, drawings, reports, studies and other work product arising or prepared in connection with the Unit;

(b) all inventory of foods, beverages and other merchandise held for sale by Debtor for use in connection with the Business;

(c) all trade, store and other fixtures and all leasehold improvements and all equipment and other personal property of Debtor used or useful in the operation of the Business; and any leasehold of the premises located at the Unit Location;

(d) all right, title and interest of Debtor as lessee under all equipment and fixture leases, including, without limitation, the right to use and purchase the equipment and fixtures leased thereby and to extend the term of such leases, for equipment or fixtures located at the Unit Location;

(e) all of Debtor's right, title and interest in and to the fee and leasehold estates comprising the Unit Location, subject only to real estate taxes not currently due and payable, and the following, but only to the extent that the following do not interfere with the construction, use and occupancy of the Unit Location and the Business: covenants, conditions and restrictions of record; zoning; and utility easements;

(f) all sums deposited by Debtor with Lender.;

(g) all books and records relating to the Business (including, without limitation, Debtor's

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customer lists, credit files, computer programs and other computer materials and records); and

(h) all accessions to, substitutions for and all replacements, products and proceeds of the items listed above, including, without limitation, proceeds of condemnation and insurance policies insuring any of the items listed above;

As used in this Financing Statement, the following terms shall have the following meanings:

“Business”: The operation by Debtor of a Wendy’s Old Fashioned Hamburgers Restaurant at the Unit Location.

“Franchise Agreement”: Collectively, the franchise agreement by and between Debtor and Wendy’s International, Inc. (“Franchisor”) for all Unit Location(s).

“Business”: The operation by Debtor of a Wendy’s Old Fashioned Hamburgers Restaurant at the Unit Location.

“Leases”: All operating and capital leases of real and personal property relating to the Unit Location(s) or to the operations of the Business.

“Unit Location”: 3 East Sibley Blvd., Calumet City, Illinois

LOCATION OF COLLATERAL
(IF FIXTURE FILING)

DESCRIPTION OF REAL PROPERTY:

Property Identification No:

The name of the record owner is: State Line Development Company, LLC, an Illinois limited liability company