

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 05/07/2003 03:12 PM Pg: 1 of 5

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KUBASIAK, FYLSTRA, REIZEN & ROTUNNO  
ATTENTION: MARIANNE PETERS  
20 SOUTH CLARK STREET, SUITE 2900  
CHICAGO, ILLINOIS 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 KLAIRMONT ENTERPRISES, INC.							
OR	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS C/O IMPERIAL REALTY COMPANY 4747 PETERSON				CITY CHICAGO	STATE IL	POSTAL CODE 60646	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> 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		<input type="checkbox"/> 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 CHARTER ONE BANK, N.A.							
OR	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1215 SUPERIOR AVENUE				CITY CLEVELAND	STATE OH	POSTAL CODE 44114	COUNTRY USA

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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)			<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

330-4

CC21202 LC 484

**UNOFFICIAL COPY****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

KLAIMONT ENTERPRISES, INC.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 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

JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

 NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one 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:

16. Additional collateral description:

SEE EXHIBIT "B" ATTACHED HERETO  
AND MADE A PART HEREOF.15. Name and address of a RECORD OWNER of above-described real estate  
(if Debtor does not have a record interest):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 Estate18. 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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## EXHIBIT "A"

### DESCRIPTION OF COLLATERAL

DEBTOR: KLAIRMONT ENTERPRISES, INC.

SECURED PARTY: CHARTER ONE BANK, N.A.

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at any time hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All equipment, fixtures, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed solely in the improvement, use or enjoyment of the real property described on the attached Exhibit ("Property") now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof, whether in possession of Debtor or whether located on the Property or elsewhere;

2. To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to, (a) all names under which or by which the Property may at any time be owned and operated or any variant thereof and all goodwill in any way relating to the Property and all service marks and logotypes used in connection therewith, (b) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (c) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (d) all materials prepared for filing or filed with any governmental agency, and (e) the books and records of Debtor relating to construction or operation of the Property;

3. All shares of stock or partnership interest or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property provided, however, that the foregoing shall not include any ownership interests in Debtor;

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4. All accounts, deposit accounts, tax and insurance escrows held pursuant to the Mortgage in favor of Secured Party encumbering the Property, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Property or the use or enjoyment of the Property to the extent such are assignable;

5. All condemnation and insurance proceeds related to the Property;

6. All leasehold estates, and in any and all leases, subleases, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Property or any portion thereof now or hereafter existing or entered into and all rights and benefits now or hereafter accruing to Debtor under any and all guarantees of the obligations of any tenant thereunder, as any of the foregoing may be amended, extended, renewed or modified from time to time;

7. All rents, issues, profits, royalties, avails, income and other benefits derived from the Property;

8. Together with all additions to, substitutions for and the products of all of the above, all Accessions (as defined in the Uniform Commercial Code from time to time in effect in the State of Illinois) and all proceeds, whether cash proceeds or non-cash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds; and

9. Together with, and without limiting the above items, all Goods, Deposit Accounts, Accounts, Documents, Instruments, Investment Property, Equipment, Letter of Credit Rights, Extracted Collateral, and Supporting Obligations, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, all those terms are defined in the Uniform Commercial Code from time to time in effect in the State of Illinois.

**UNOFFICIAL COPY****EXHIBIT "B"****PROPERTY****PARCEL 1:**

LOT 2 IN WEST GRAND AVENUE SUBDIVISION RECORDED ON JULY 31, 1997 AS DOCUMENT NUMBER 97557554 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT BY AND BETWEEN MOTOROLA INC A DELAWARE CORPORATION AND QUASAR ELECTRONICS CORPORATION A DELAWARE CORPORATION ATTACHED TO AND MADE A PART OF THE INSTRUMENT RECORDED MAY 19, 1995 AS DOCUMENT 95330061 FOR PASSAGE OVER THE LAND DESCRIBED THEREIN FOR THE FOLLOWING PURPOSE:

DRIVEWAY FOR INGRESS AND EGRESS TO THE QUASAR PARCELS FOR VEHICLES OF EVERY KIND AND PEDESTRIANS ALONG AND ACROSS THAT PORTION OF MOTOROLA'S PARCELS DESCRIBED AS PARCEL E IN THE EASEMENT RIDER ATTACHED AS EXHIBIT C THEREIN

**PARCEL 3:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE USE OF EXISTING ELECTRICAL SYSTEMS LOCATED ON THE PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT, ACCESS, REPAIR AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C. DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT 97560233 AS AMENDED BY DOCUMENT 00086444

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS TO AND INGRESS AND EGRESS FOR THE USE, INSPECTION AND REPAIR OF ELECTRIC SYSTEMS, FIRE PROTECTION SYSTEMS, WATER SYSTEMS, TELEPHONE LINES AND HEATING SYSTEMS LOCATED ON THE PROPERTY DESCRIBED IN THE RECIPROCAL EASEMENT ACCESS, REPAIR, AND MAINTENANCE AGREEMENT MADE BY 9401 GRAND L.L.C., DATED JULY 29, 1997 AND RECORDED AUGUST 1, 1997 AS DOCUMENT NUMBER 97560233 AS AMENDED BY DOCUMENT 00086444.

Common Address: 2721 Edgington, Franklin Park, Illinois

Permanent Index Number: 12-27-300-052-0000