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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 08/13/2003 10:32 AM Pg: 1 of 8

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
FRANCESCA SMITH MOORE & VAN ALLEN, PLLC 100 NORTH TRYON STREET, FL 47 CHARLOTTE, NC 28202

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 WACHOVIA DEVELOPMENT CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 301 SOUTH COLLEGE STREET			CITY CHARLOTTE	STATE NC	POSTAL CODE 28288	COUNTRY USA
1d. TAX ID #: SSN OR EIN 56-1610288	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION NORTH CAROLINA	1g. ORGANIZATIONAL ID #, if any NC0227005		<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. TAX ID #: SSN OR EIN	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 WACHOVIA BANK, NATIONAL ASSOCIATION, AS AGENT						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 201 SOUTH COLLEGE STREET			CITY CHARLOTTE	STATE NC	POSTAL CODE 28208-5708	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A AND SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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	7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (if applicable) [ADDITIONAL FEE]		[optional]		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

SEE FIX COOK COUNTY, IL - 990

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		
WACHOVIA DEVELOPMENT CORPORATION		
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 org 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. TAX ID #	SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION
11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any	
		<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org 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:

**SEE SCHEDULE 1 ATTACHED HERETO
AND MADE A PART HEREOF.**

16. Additional collateral description:

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

Debtor:

Wachovia Development Corporation
 c/o Wachovia Securities
 One Wachovia Center
 301 South College Street
 Charlotte, North Carolina 28288-0174

Secured Party:

Wachovia Bank, National Association, as
 Agent
 201 South College Street
 Charlotte, North Carolina 28288-5708

The Collateral is and shall include the following:

- (a) all Accounts;
- (b) all Chattel Paper (including without limitation all rights under the Lease and each Lease Supplement);
- (c) all Commercial Tort Claims;
- (d) all Documents (including without limitation the Lease, each Lease Supplement, the Bills of Sale and any Ground Lease);
- (e) all Equipment;
- (f) all Fixtures (including without limitation any Fixtures constituting any Property, as defined in Appendix A to the Participation Agreement);
- (g) all General Intangibles, including without limitation (i) all rights to payment and all indemnity rights under the Operative Agreements, (ii) all computer software, all books and records relating to or used in connection with the operation of the Property or any part thereof, (iii) all unearned premiums under insurance policies now held or subsequently obtained by the Debtor relating to the Property or any part thereof, (iv) all consents, licenses, certificates and other governmental approvals obtained relating to completion, use or operation of the Property or any part thereof, and (v) all plans and specifications relating to the Property or any part thereof; specifically excluding however, trademarks, trade names and symbols;
- (h) all Instruments;
- (i) all Investment Property;
- (j) all Letter-of-Credit Rights;

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- (k) the Properties or any part thereof;
- (l) all money, cash or cash equivalent and Deposit Accounts;
- (m) all Proceeds, including without limitation (i) all Rent (other than Supplemental Rent) and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property and all right, title and interest of the Debtor in and to all assets of any Person in which Debtor at any time has a security interest, lien, mortgage or other claim to secure any obligation or claim at any time payable under the Lease, and including the rights of Debtor in and to the assets of the Lessee grantor to Debtor whether pursuant to the Lessee Security Agreement or any other Operative Agreement, (ii) subject to application thereof in accordance with the terms of the Lease, and all other proceeds of any insurance policies maintained by or for the benefit of the Debtor, including without limitation any right to collect and receive such proceeds and (iii) all awards and other compensation, including without limitation the interest payable thereon and any right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein; and
- (n) all right, title and interest of the Debtor in and to all substitutes, modifications and replacements of, and all additions, accessions and improvements to, the Fixtures and Equipment, subsequently acquired or leased by the Debtor or constructed, assembled or placed by the Debtor on the Property, immediately upon such acquisition, lease, construction, assembling or placement, and in each such case, without any further conveyance, assignment or other act by the Debtor;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Debtor and described in the foregoing clauses (a) through (n) are collectively referred to as the "Security Assets").

For purposes of the Uniform Commercial Code Financing Statement, capitalized terms used but not otherwise defined in this financing statement shall have the respective meanings specified in Appendix A to the Participation Agreement (hereinafter defined). All references in this Exhibit A to any instrument, lease, lease supplement, memorandum, note, certificate, deed, mortgage, deed of trust, chattel paper, agreement and/or any other document of any kind or type shall refer to such as from to time may be amended, modified, supplemented, restated and/or replaced. Subject to the immediately preceding sentence, the following terms shall have the following respective meanings and shall be equally applicable to the singular and plural forms of the terms defined:

"Agent" shall mean Wachovia Bank, National Association, as agent for the Lenders pursuant to the Credit Agreement, or any successor agent appointed in accordance with the terms of the Credit Agreement, and respecting the Security Documents, as agent for the Secured Parties.

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“Improvements” shall mean, with respect to the construction, renovations and/or Modifications on any Land, all buildings, structures, Fixtures, and other improvements of every kind existing at any time and from time to time on or under the Land refinanced or otherwise acquired using the proceeds of the Loans or the Lessor Advance, together with any and all appurtenances to such buildings, structures or improvements, including without limitation sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including without limitation all Modifications and other additions to or changes in the Improvements at any time, including without limitation any Improvements existing as of the Closing Date.

“Land” shall mean a parcel of real property described on (a) the Requisition issued by the Lessee on the Closing Date and (b) the schedules to each applicable Lease Supplement executed and delivered in accordance with the requirements of Section 2.4 of the Lease.

“Lessee” shall mean The Pep Boys – Manny, Moe & Jack, a Pennsylvania corporation, The Pep Boys Manny, Moe & Jack of California, a California corporation, The Pep Boys Manny, Moe & Jack of Delaware, Inc., a Delaware corporation, their successors, permitted assigns and permitted transferees.

“Lessor” shall mean Wachovia Development Corporation, a North Carolina corporation.

“Operative Agreements” shall mean the following: the Participation Agreement, the Credit Agreement, the Notes, the Lease, the Lease Supplement (and memoranda of the Lease and each Lease Supplement in a form reasonably acceptable to the Agent), the Security Agreement, the Mortgage Instruments, the Intercreditor Agreement, the other Security Documents, the Deeds, the Bills of Sale and any and all other agreements, documents and instruments executed in connection with any of the foregoing.

“Participation Agreement” shall mean the Participation Agreement dated as of the Closing Date, among the Debtor, the Lessee, the Guarantors, the Lenders and the Agent.

“Property” shall mean the properties described on the schedules to the Lease Supplement and in the attachments to the Mortgage Instruments (including, without limitation, all Improvements and Equipment related thereto).

“Rent” shall mean, collectively, the Basic Rent and the Supplemental Rent, in each case payable under the Lease.

The following terms are used herein as defined in the Uniform Commercial Code as in effect from time to time in the State of New York (the “UCC”): Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Instruments, Investment Property, Letter-of-Credit Rights and Proceeds. Each such term as used in relationship with the Lessor and/or the Lessee shall mean such property only to the extent arising from or relating to the transactions contemplated by the Operative Agreements or arising directly or indirectly from or otherwise relating to (i) the ownership by the Lessor and/or the Lessee of, (ii) the right, title or interest of the Lessor and/or the Lessee in, (iii) the

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planning, design, engineering, construction, development, completion, insuring, operation, maintenance, modification, alteration, lease, sublease or use of, or (iv) the sale, casualty, condemnation, assignment, transfer, pledge, encumbrance or other disposition of, any Property or any part thereof or any other property financed pursuant to the Operative Agreements. For the avoidance of doubt, (i) the term "Accounts" as used herein shall exclude all accounts receivable of the business and operations of the Lessor and/or the Lessee and (ii) the term "General Intangibles" as used herein shall exclude all trademarks, trade names and symbols of the Lessor and/or the Lessee.

A portion of the above described Collateral is, may or may be affixed to the Land and Improvements described in Schedule 1 attached hereto and made a part hereof. The record owner of the real property described in Schedule 1 is the Debtor.

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Debtor: Wachovia Development Corporation

SCHEDULE 1
Legal Description
Store #0990
61st & Western
Chicago, IL

Parcel 1:

The North $\frac{1}{2}$ of the following described parcel of land:

That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the East line of South Western Avenue with a line parallel with and 282.74 feet North from the South line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18; thence Northward along said East line of South Western Avenue, a distance of 557.91 feet to an intersection with a line parallel with and 490.91 feet South from the North line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence Eastward along said parallel line, a distance of 280.00 feet to an intersection with a line parallel with and 280.00 feet East from said East line of South Western Avenue; thence Southward along said parallel line, a distance of 557.54 feet to an intersection with the aforementioned line draw parallel with and 282.74 feet North from the South line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18; thence West along said parallel line, a distance of 280.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 for pedestrian and vehicular ingress and egress over and across the "Roadway" as it is identified on the site plan and is legally described in "Exhibit E", as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among American National Bank Company, a Delaware corporation ("American") and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

South Portion of Roadway Easement:

The East 290.00 feet of the West 340.00 feet on the South 14.00 feet of the North 783.00 feet of the Southwest $\frac{1}{4}$ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Debtor: Wachovia Development Corporation

SCHEDULE 1
Legal Description
Store #0990
61st & Western
Chicago, IL
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Parcel 3:

Perpetual non-exclusive easement appurtenant and for the benefit of Parcel 1 on, under and over that portion of land as identified on the site plan as the “Pylon Parcel” for the purpose of construction, installation, maintenance, repairs and use of a Pylon sign and legally described in “Exhibit G”, as contained in the Declaration of Covenants, Conditions, Restrictions and Easements dated as of September 20, 1996, by and among, American National Bank Company, a Delaware Corporation (“American”) and Marquette National Bank, as Trustee under Trust Agreement dated November 22, 1993 and known as Trust Number 13045 and its sole beneficiary, Southwest Development L.L.C. recorded September 24, 1996 as Document 96729764.

The East 21.00 feet of the West 71.00 feet of the South 25.00 feet of the North 808.91 feet of the Southwest ¼ of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

A perpetual, non-exclusive easement in parking areas as defined in Section 2(B) of the Declaration of aforesaid for parking, except the areas designated as the “CAP-2” and as shown on the site plan attached thereto as “Exhibit D-2.”