



Doc#: 0331014129
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 11/08/2003 08:28 PM Pg: 1 of 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CT CORPORATION SYSTEMS
UCC SERVICES - MCCLAFFERTY ROOM 3
111 EIGHTH AVENUE, 13TH FLOOR
NEW YORK, NY 10011**

FILE IN: COOK COUNTY, IL
595-0002-LF 21

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
IMCO RECYCLING OF ILLINOIS INC.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
400 E. LINCOLN HWY, P.O. BOX 751

CITY: **CHICAGO HEIGHTS** STATE: **IL** POSTAL CODE: **60411** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION: **CORPORATION** 1f. JURISDICTION OF ORGANIZATION: **ILLINOIS** 1g. ORGANIZATIONAL ID #, if any: **52286492** 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

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
JPMORGAN CHASE BANK, AS TRUSTEE

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
600 TRAVIS, SUITE 1100

CITY: **HOUSTON** STATE: **TX** POSTAL CODE: **77002** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:
SEE SCHEDULE A AND EXHIBIT I ATTACHED HERETO.

Pin Numbers: 14-01-400-019; -020; -024; -025; -026; -027
14-12-200-002; -004; -006; -011

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 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
509335/0582

Handwritten notes:
5/15/03
DG
SNO
MYS
KML

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		
OR IMCO RECYCLING OF ILLINOIS INC.		
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	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'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:

SEE SCHEDULE A AND EXHIBIT I ATTACHED HERETO.

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):

**IMCO RECYCLING OF ILLINOIS INC.
400 E. LINCOLN HWY.
P.O. BOX 751
CHICAGO HEIGHTS, IL 60411**

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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

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ILLINOIS

**SCHEDULE A
LEGAL DESCRIPTION**

Lot 6 (except that part conveyed to the County of Cook by deed recorded as document 26-337737) and all of lot 7, in block 238 of Chicago Heights, a subdivision of that part of the south east 1/4 of section 21, township 35 north, range 14 east of the third principal meridian lying east of a line drawn parallel to and 541 feet west from the east line of said section (except the south 729.4 feet thereof) in Cook County, Illinois.

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EXHIBIT I TO UCC FINANCING STATEMENT

Debtor: IMCO RECYCLING OF ILLINOIS, INC.
 400 E. Lincoln Highway
 P.O. Box 751
 Chicago Heights, Illinois 60411

Secured Party: JPMORGAN CHASE BANK, as Trustee
 600 Travis, Suite 1100
 Houston, Texas 77002
 Attention: Institutional Trust Services

This Financing Statement covers all Debtor's right, title and interest in and to the following property, whether now owned or held or hereafter acquired (collectively, the "**Collateral**"):

A. Any and all present estates or interest of Debtor in the land described in Schedule A attached hereto and made a part hereof, together with all Debtor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "**Land**");

B. Any and all estates or interests of Debtor in the buildings, structures and other improvements and any and all Alterations now or hereafter located or erected on the Land, including, without limitation, attachments, walks and ways (collectively, the "**Improvements**"; together with the Land, the "**Premises**");

C. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished in connection with the Premises, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation;

D. Any and all interest of Debtor in all machinery, apparatus, equipment, furnishings, fittings, fixtures, improvements, furnaces, vehicles (other than certificated vehicles) and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Premises or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof, including, without limitation, all utility systems, fire sprinkler and alarm systems, HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment, and all other articles used or useful in connection with the use or operation of any part of the Premises, but excluding all "Inventory" (as defined in the UCC) (collectively, the "**Equipment**");

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E. All Debtor's right, title and interest as landlord, franchisor, licensor, grantor or mortgagor, in all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, license or agreement, together with any such amendment, modification, supplement or renewal, a "Lease"), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash, guaranties, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee's, franchisee's, licensee's or obligee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Debtor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under or guarantor of a Lease;

F. All contracts and contract rights relating to the maintenance of the Premises and the Equipment;

G. All drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data relating to the Premises or the Equipment or the construction of any Alteration or the maintenance of any Permit; and

H. All proceeds, as such term is defined in the UCC, of any of the foregoing, including, without limitation, (a) all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of Debtor described in the preceding Granting Clauses, (b) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Debtor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), and (d) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, and including any interest thereon.

Defined Terms:

Capitalized terms not defined above shall have the meaning set forth below:

"Alterations" means each addition, modification or change to the Premises.

"Governmental Authority" means any federal, state, local or foreign court, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever or any governmental or quasi-governmental unit, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over the Debtor or the Collateral.

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Permit means all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any Governmental Authority to operate or use and occupy the Premises and the Equipment for its intended uses.

UCC means the Uniform Commercial Code as in effect in the state in which the Premises are located or under the common law in such state.

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