

RECORDER'S OFFICE

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer, Chicago filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 8 1/2" x 11" or 8 1/2" x 14". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es)

DAILY SOUTHTOWN INC.,
a Delaware corporation
5950 South Harlem Avenue
Chicago, Illinois 60638

Secured Party(ies) and address(es)

TORONTO-DOMINION (TEXAS), INC.,
an Administrative Agent
909 Fannin, Suite 1700
Houston, Texas 77010
Attn: Manager, Agency

04077869

DEPT-11 RECORD TWR \$39.00
150013 TRAN 8576 12/28/94 15:11:00
45818 AF # 04-077869
COOK COUNTY RECORDER

1. This financing statement covers the following type(s) of property:
The Real Estate described on Exhibit A and the Collateral described on Exhibit B.

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on . . .) (The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on (Strike what is inapplicable) (Describe Real Estate)
The Real Estate described on Exhibit A.

and this financing statement is to be filed in the real estate records, (if the debtor does not have a recorded interest) or
The name of a record owner is

7536003 01/MAR

4. Products of Collateral are also covered.

DAILY SOUTHTOWN INC., a Delaware corporation

By: 
Signature of Debtor (Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC 9-402 (2).

Additional sheets presented,

Filed with Recorder's Office of Cook County, Illinois.

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5959 S. Harlem
Chicago, IL

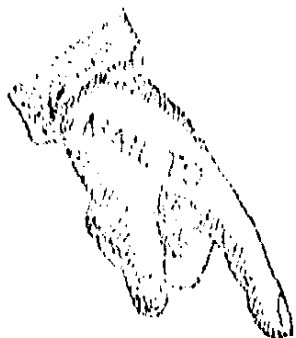
EXHIBIT A

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD, AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTH WEST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18 AFORESAID (EXCEPT THE WEST 50 FEET AND THE SOUTH 33 FEET OF SAID PREMISES TO BE USED FOR STREET PURPOSES AND EXCEPT THE EAST 125.0 FEET THEREOF AND EXCEPT THAT PART OF BLOCK 3 WHICH LIES EASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM 63RD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS

BLOCK 3 (EXCEPT THE WEST 17 FEET TAKEN FOR HARLEM AVENUE AND THE EAST 125.0 FEET THEREOF, MEASURED ON THE NORTH LINE OF BLOCK 3 AND EXCEPT THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.08 FEET SOUTH OF THE NORTH WEST CORNER OF BLOCK 4) ALL IN HARLEM 63RD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 19-18-301-023-0000



BOX 233

01072809

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5944-40 S. Harlem
Chicago, IL

EXHIBIT A

PARCEL 1:

THE EAST 12 FEET OF LOT 22 (EXCEPT THE NORTH 03 FEET THEREOF AND EXCEPT THE EAST 17 FEET THEREOF) IN FREDERICK H. BARTLETT'S ARGO PARK SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO

PARCEL 2:

THE NORTH 03 FEET OF THE EAST 25 FEET OF LOT 22 (EXCEPT THE EAST 17 FEET THEREOF) IN FREDERICK H. BARTLETT'S ARGO PARK SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER: 18-13-100-001-0000

01077809

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7001 W. 60th Street
Chicago, IL

EXHIBIT A

PARCEL 1: BLOCK 14 IN HARLEM 63RD STREET RESUBDIVISION OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH HALF OF VACATED WEST 60TH PLACE SOUTHERLY AND ADJOINING BLOCK 14 AND ALSO THE WEST 33 FOOT VACATED SOUTH SAYRE STREET LYING EAST AND ADJOINING SAID BLOCK 14 IN HARLEM 63RD STREET RESUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN IRREGULAR PARCEL OF LAND IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WEST 60TH STREET EXTENDED EAST AND THE NORTH AND SOUTH CENTERLINE OF THE SOUTHWEST 1/4 OF THE AFORESAID SECTION 18; THENCE EAST ALONG THE CENTERLINE OF THE EXTENSION EAST OF WEST 60TH STREET 390 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO INTERSECTION WITH A POINT ON THE CENTERLINE OF WEST 60TH PLACE EXTENDED EAST WHICH IS 70 FEET EAST OF, AS MEASURED ALONG THE EXTENSION EAST OF THE CENTERLINE OF SAID WEST 60TH PLACE, THE NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4, THENCE WEST ALONG THE CENTERLINE OF WEST 60TH PLACE EXTENDED EAST 70 FEET TO THE NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4; THENCE NORTH ALONG SAID NORTH AND SOUTH CENTERLINE OF THE AFORESAID SOUTHWEST 1/4 333.27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBERS: 19-18-302-046-0000 and 19-18-305-016-0000

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7100 W. 60th Street
Chicago, IL

EXHIBIT A

PARCEL 1:

THE WEST 100 FEET OF THE EAST 125 FEET (EXCEPT THE NORTH 20 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD AND NORTH OF A LINE DRAWN FROM A POINT 702.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 TO A POINT 684.43 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THE WEST 100 FEET (EXCEPT THE NORTH 20 FEET THEREOF ALSO EXCEPT THE SOUTH 33 FEET THEREOF USED FOR STREET PURPOSES) OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT LINE RAILROAD 675.64 FEET EAST OF THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY 337.82 FEET; RUNNING THENCE SOUTH 318.70 FEET TO THE NORTH LINE OF WEST 60TH STREET AS SHOWN ON THE PLAT OF FREDERICK H. BARTLETTS CHICAGO HIGHLANDS; RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID WEST 60TH STREET 337.66 FEET; RUNNING THENCE NORTH 321.68 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF BLOCK 3 WHICH LIES BETWEEN BLOCKS 4 AND 15 AND THAT PART OF SAID BLOCK 3 WHICH LIES EASTERLY ON A LINE DRAWN FROM A POINT IN THE NORTH LINE OF BLOCK 3, SAID POINT BEING 400.0 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 3, TO A POINT IN THE WEST LINE OF BLOCK 4, SAID POINT BEING 16.0 FEET SOUTH OF THE NORTHWEST CORNER OF BLOCK 4, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF BLOCK 16 WHICH LIES WEST OF THE EAST LINE OF BLOCK 15 EXTENDED NORTH, ALL IN HARLEM SIXTY THIRD RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBERS: 19-18-301-015-0000
19-18-301-016-0000
19-18-301-020-0000
19-18-301-022-0000

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3513-3517 W. Ridge
Lansing, IL

EXHIBIT A

PARCEL 1:

LOT 15 AND LOT 16 IN AXTELL'S ADDITION TO LANSING, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 185.0 FEET OF THE WEST 0.4 FEET OF LOT 17 IN AXTELL'S ADDITION TO LANSING, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER 30-32-307-013-0000

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18127 William Street
Lansing, IL

EXHIBIT A

LOTS 8 TO 11 IN BLOCK 3 IN FIRST ADDITION TO WENTWORTH MANOR A SUBDIVISION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER: 30-32-123-048-0000

Property of Cook County Clerk's Office

01077/829

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EXHIBIT B

The Collateral. For purposes of this Financing Statement, the term "Collateral" means

(i) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the land described on Exhibit A hereto (the "Real Estate"), together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(ii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Debtor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere including, without limitation, all rights of the Debtor under any lease to furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease and all rights under and to the escrow accounts, if any, and all interest thereon established and maintained;

(iii) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Premises and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Debtor related to the Real Estate or the Improvements;

(iv) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Premises;

(v) Leases. All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at

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any time hereafter, whereby any person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(vi) Plans. All rights of the Debtor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Premises;

(vii) Contracts for Services. All rights of the Debtor, if any, under any contracts executed by the Debtor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Real Estate, including any architect's contract and any management agreement;

(viii) Contracts for Sale or Financing. All rights of the Debtor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Debtor has or may hereafter have obtained the agreement of any person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof; and

(ix) Other Property. All other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

- End of Exhibit B -