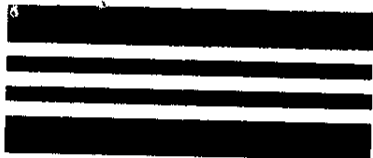


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8290011/25075010 Albert - Wheaton call



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DLA PIPER RUDNICK GRAY CARY U.S. LLP
203 N. LASALLE ST. SUITE 1900
CHICAGO ILLINOIS 60601
ATTN: ADAM W. JOHNSON



Doc#: 0521333049
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 08/01/2005 10:43 AM Pg: 1 of 5

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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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
KELLY NISSAN, INC.

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
4300 W. 95TH STREET
OAK LAWN
IL 60543
USA

1d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
1e. TYPE OF ORGANIZATION
CORP
1f. JURISDICTION OF ORGANIZATION
ILLINOIS
1g. ORGANIZATIONAL ID #, if any
5427-953-1

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

2d. SEE INSTRUCTIONS
ADD'L INFO RE ORGANIZATION DEBTOR
2e. TYPE OF ORGANIZATION
2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any

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
NISSAN MOTOR ACCEPTANCE CORPORATION

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
990 W. 190TH ST.
TORRANCE
CA 90502
USA

4. This FINANCING STATEMENT covers the following collateral:

THE COLLATERAL DESCRIBED ON EXHIBIT A ATTACHED HERETO, LOCATED AT THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT B.

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 (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable). 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA: All Debtors Debtor 1 Debtor 2



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EXHIBIT A TO UCC-1
FOR
KELLY NISSAN, INC.

All right, title and interest of KELLY NISSAN, INC. ("Debtor"), in and to:

- a) All buildings, structures, improvements and fixtures ("Improvements") now or in the future located or to be constructed on the real property described in Exhibit B (the "Premises"); together with;
- b) All existing and future appurtenances, privileges, rights-of-way, franchises and tenements of the Premises, including all minerals rights, oil, gas, and associated substances, and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with;
- c) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases and all rents, income, revenues, prepayments, security deposits, tax, insurance and replacement reserve deposits, receipts, termination, cancellation, and option payments, royalties, profits, issues, service reimbursements, fees, accounts receivables, and revenues from the Premises and/or Improvements from time to time accruing under the Leases (the "Rents"); together with;
- d) All materials, supplies, work in process, chattels, furniture, fixtures, appliances, machinery and other personal property of any kind, now or later to be attached to, incorporated into, placed in, on or about, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment together with;
- e) All of Debtor's interest in and to all operating accounts, the Loan (all capitalized terms used but not defined herein shall have the meaning given to them in that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture filing between Debtor and NISSAN MOTOR ACCEPTANCE CORPORATION, a California corporation ("Secured Party"), dated July 20, 2005 ("Mortgage") funds, whether disbursed or not, all reserves, and any other monies on deposit with or for

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- the benefit of Secured Party, including any deposit for the payment of real estate taxes and insurance and any cash collateral account, bank accounts of Debtor; together with;
- f) All claims, demands, judgments, insurance policies, insurance proceeds, refunds, reserves, accounts receivable, cost savings, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Premises or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Premises, Improvements or appurtenances thereto or any part thereof, or (iii) the ownership or operation of the Property; together with;
 - g) To the extent assignable, all management contracts, permits, licenses, applications, approvals, plans, specifications and drawings, contracts, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Premises or the Improvements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Premises, Improvements and/or Leases, including building permits, environmental certificates, certificates of operation, warranties and guaranties; together with;
 - h) All of the following types of collateral, as defined in the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "Code"): accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health care receivables and all books and records relating to the foregoing, provided that Debtor will cooperate with Secured Party in obtaining "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper; together with;
 - i) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with;
 - j) All proceeds and products and renewals of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above; and together with; and
 - k) Any and all after-acquired right, title or interest of Debtor in and to any property.

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EXHIBIT B

PARCEL 1 (A)

THE EAST 69.25 FEET OF LOT 3 AND THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE EAST ALONG THE SOUTH LINE OF LOT 2, 140.75 FEET; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 2, 150 FEET TO A POINT; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOT 2, 47 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 150 FEET TO A POINT IN THE NORTH LINE OF LOT 2 THAT IS 93.75 FEET EAST OF THE NORTHWEST CORNER OF LOT 2; THENCE WEST ALONG THE NORTH LINE OF LOT 2, 93.75 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH ALONG THE WEST LINE OF LOT 2 TO THE POINT OF BEGINNING, ALL IN WIEGEL AND KILGALLENS 95TH STREET SUBDIVISION OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE EAST THREE QUARTERS OF THE SOUTHWEST (1/4) OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1 (B)

THE WEST 163 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT; THE NORTH 25 FEET OF THE SOUTH 375 FEET (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THE WEST 262.50 FEET THEREOF), OF THE EAST THREE QUARTERS OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1 (C)

THAT PART OF LOT 2 IN WIEGEL AND KILGALLEN'S 95TH STREET SUBDIVISION OF THE NORTH 300 FEET OF THE SOUTH 350 FEET OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2; THENCE EAST ALONG THE SOUTH LINE OF LOT 2 FOR A DISTANCE OF 140.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 2 FOR A DISTANCE OF 150.00 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 FOR A DISTANCE OF 47.00 FEET TO A POINT; THENCE NORTH 150 FEET TO A POINT OF THE NORTH LINE OF LOT 2 THAT IS 93.75 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF LOT 2 FOR A DISTANCE OF 87.00 FEET TO A POINT; THENCE SOUTH FOR A DISTANCE OF 300 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, SAID POINT BEING 180.75 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2;

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THENCE WEST ALONG THE SOUTH LINE OF LOT 2 FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, IN CCI

PARCEL 1 (D)

THE WEST 86.98 FEET OF THE NORTH 25 FEET OF THE SOUTH 375 FEET (EXCEPT THE EAST 33 FEET THEREOF AND EXCEPT THE WEST 425.50 FEET THEREOF) OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

24-03-400-037-0000
24-03-400-040-0000
24-03-408-010-0000
24-03-408-013-0000

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