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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/28/2007 12:32 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
DAVID H. HIGHT 630-955-5821

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DAVID H. HIGHT
 WILDMAN, HARROLD, ALLEN & DIXON
 2300 CABOT DRIVE
 LISLE, ILLINOIS 60532**

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 V-S INDUSTRIES, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 900 SOUTH CHADDICK DRIVE			CITY WHEELING	STATE IL	POSTAL CODE 60090	COUNTRY USA
1d. TAX ID# SSN OR EIN 36-2478811	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION DELAWARE	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. 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 JPMORGAN CHASE BANK, N.A.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 21 NORTH RANDALL STREET, FLOOR 1			CITY ELK GROVE VILLAGE	STATE IL	POSTAL CODE 60007	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF THE PROPERTY AND TYPES OF PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, WHICH MAY OR MAY NOT BECOME FIXTURES ON REAL PROPERTY DESCRIBED IN EXHIBIT B INCORPORATED HEREIN BY REFERENCE.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s): All Debtors Debtor 1 Debtor 2 (optional)

8. OPTIONAL FILER REFERENCE DATA

UNOFFICIAL COPY**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

DEBTOR'S NAME:

V-S Industries, Inc.
900 South Chaddick Drive
Wheeling, Illinois 60090

SECURED PARTY'S NAME:

JPMorgan Chase Bank, N.A.
21 North Randall Street
Floor 1
Elk Grove Village, Illinois 60007

All of Debtor's right, title and interest in and to any and all of the following located on or relating to the Premises described on Exhibit B hereto:

1. all right, title, and interest of Debtor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, vaults, and alleys adjoining the premises.
2. all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof.
3. all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the aforesaid real estate, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or forming a part of or used in connection with the aforesaid real estate or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation and/or convenience of the aforesaid real property or improvements thereon and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot and cold water equipment and system), and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness. Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to

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the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Illinois Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods as collateral, in Secured Party as a secured party, all in accordance with said Illinois Uniform Commercial Code as more particularly set forth in the Section herein titled "Uniform Commercial Code";

4. all right, title, estate and interest of the Debtor in and to the Premises, property, improvements, furniture, furnishing, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after default in payment or breach of any covenant herein contained. Notwithstanding the above, the collateral does not include trade fixtures, equipment, shelving, and other equipment and fixtures used in the business of Debtor's tenant(s);

5. all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Secured Party, and Debtor hereby designates Secured Party as its agent and director and empowers Secured Party, at the option of the Secured Party, on behalf of Debtor, or the successors or assigns of Debtor, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Secured Party, of the Indebtedness, notwithstanding the fact that the amount owing thereon may then be due and payable or that the Indebtedness is otherwise adequately secured; and

6. all leases, rents, issues and profits of the Premises.

UNOFFICIAL COPY**EXHIBIT B TO
UCC FINANCING STATEMENT****DEBTOR'S NAME:**V-S Industries, Inc.
900 South Chaddick Drive
Wheeling, Illinois 60090**SECURED PARTY'S NAME:**JPMorgan Chase Bank, N.A.
21 North Randall Street
Floor 1
Elk Grove Village, Illinois 60007**PARCEL 1:**

LOT 1 IN HARTFORD RESUBDIVISION OF LOTS 2 AND 3 IN FIRST AMERICAN RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN SOUTH WHEELING INDUSTRIAL PARK, A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1978 AND KNOWN AS TRUST NUMBER 54798 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1980 AND KNOWN AS TRUST NUMBER 102377 DATED MARCH 1, 1980 AND RECORDED JANUARY 14, 1981 AS DOCUMENT 25736349 FOR USE OF EXISTING RAILROAD SWITCH TRACK AND FACILITIES OVER AND UPON THAT PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE DEPICTED ON EXHIBIT "A" OF AFORESAID GRANT:

LOT 1 IN FIRST AMERICAN RESUBDIVISION OF LOTS 1, 2 AND 4 IN SOUTH WHEELING INDUSTRIAL PARK, A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 14 AND THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, LYING EAST OF A STRIP OF LAND, 210.00 FEET IN WIDTH, LYING BETWEEN THE EASTERLY RIGHT OF WAY LINE OF THE WISCONSIN CENTRAL RAILROAD AND A LINE 210.00 FEET EASTERLY OF AND PARALLEL WITH, MEASURED AT RIGHT ANGLES TO, THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD, ALL IN SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

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EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT FROM THE COMMONWEALTH EDISON COMPANY AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1978 AND KNOWN AS TRUST NUMBER 54798 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1980 AND KNOWN AS TRUST NUMBER 102377 DATED MARCH 1, 1980 AND RECORDED JANUARY 14, 1981 AS DOCUMENT 25736350 FOR USE OF EXISTING RAILROAD SWITCH TRACK OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 295 OF GRANTOR'S DES PLAINES-WAUKEGAN R/W IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

STRIP OF LAND 30.00 FEET WIDE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY 210.00 FEET RIGHT OF WAY AND THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE 1202.62 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE, THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 513.90 FEET, 324.30 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY, SAID POINT BEING 1373.48 FEET NORTHERLY (AS MEASURED ALONG SAID SOUTHWESTERLY LINE) OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN COOK COUNTY, ILLINOIS.

PIN: 03-14-200-019-0000