



Recording Prepared by and
When Recorded Mail to:

SomerCor 504 Inc.
301 S. LaSalle, Suite 510
Chicago, IL 60605

Doc#: 1330539040 Fee: \$62.00
RHSP Fee: \$9.00 RPPF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/01/2013 09:28 AM Pg: 1 of 13



THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT (Agreement) is dated this 24 day of October, 20 13, by and between **State Bank of Countryside** ("Third Party Lender") whose address is 6734 Joliet Road, Countryside, IL 60525 and **SomerCor 504 Inc.** ("CDC") whose address is 601 S. LaSalle, Suite 510, Chicago, IL 60605

RECITALS

1. The Third Party Lender and CDC will provide separate loans to the Borrower and Operating Company, if any (collectively "Borrower"), according to the terms in the Authorization for Debenture Guarantee (SBA 504 Loan), as amended ("Authorization"). The Third Party Lender will provide term financing ("Third Party Loan"), and the CDC will provide a loan ("504 Loan") funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration ("SBA"), for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference ("Project Property"):

SBA Loan #: 54338450-05
SBA Loan Name: Tommy Nevin's Evanston
Borrower: Nevin's Real Estate, LLC
Operating Company (if any): Nevin's Business, LLC
Third Party Loan Amount: \$1,053,295.00
Term of Third Party Loan: 10 years
If Real Property -- Project Property Address:
Street address: 1450 Sherman Avenue
City, State, Zip code: Evanston, IL 60201
Attach Legal description as an exhibit.

Personal Property: Describe property, including name of manufacturer, name of equipment, and applicable serial number(s) or other identifying numbers for property valued at \$5000 or more. Attach a detailed description as an exhibit.

2. The parties have required the Borrower to grant liens on the Project Property to secure the separate loans advanced by the parties ("Common Collateral"), and the lien of the CDC ("CDC Lien") will be junior and subordinate to the lien of the Third Party Lender ("Third Party Lender Lien"), unless Third Party Lender, CDC and SBA agree otherwise in writing.

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TERMS AND CONDITIONS

In consideration of the above, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.

2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA .

3. Accurate Information. The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.

4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.

5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.

a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.

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b. No Early Call or Demand Provisions. Third Party Lender agrees that documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan, failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral will only secure its Third Party Loan and the Common Collateral is not currently, and will not be used in the future, as security for any other financing provided by Third Party Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the 504 Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand on the Third Party Loan prior to maturity unless the Third Party Loan is in material default.

e. Maturity and Balloon Payments. The Third Party Loan must have a term of at least 7 years (when the 504 loan is for a term of 10 years), or a term of at least 10 years (when the 504 loan is for 20 years). If the Third Party Lender has made more than one loan, then an overall loan maturity must be calculated, taking into account the amounts and maturities of each loan. Any balloon payment for the Third Party Loan must be clearly identified and disclosed to SBA and approved at application or subsequently approved by SBA.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. No Preference. Third Party Lender must not establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA. If the Third Party Lender does take additional collateral as security for the Third Party Loan, or otherwise has a preference, in the case of liquidation, any proceeds received from such additional collateral, must be applied to the Third Party Lender's Loan prior to the proceeds from the liquidation of the Common Collateral held by the CDC/SBA and the Third Party Lender. If the additional collateral no longer exists at the time of liquidation, or has insufficient value to justify the cost of collection, then the Third Party Lender is not required to liquidate such collateral, provided the Third Party Lender notifies CDC/SBA. (See 13 C.F.R. §120.10 for a definition of preference.)

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7. Notice of Default under the Third Party Loan. Within thirty (30) days after the expiration of any cure period for any continuing material default of the Third Party Loan or Third Party Lender Lien, Third Party Lender must provide written notice (referencing SBA's loan number for the 504 Loan) of the default to CDC and SBA. At least sixty (60) days prior to any legal proceedings against or liquidation of the Common Collateral (not including sending a demand letter), Third Party Lender must provide SBA with written notice of its intent to do so.

8. Limitation on Default Interest Rate. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and/or CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC or SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. In addition, Third Party Lender shall charge as against SBA only the interest rate on the Third Party Loan that was in effect before the date of Borrower's default. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party Loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

d. The Third Party Lender agrees:

(1) If the Third Party Lender sells its Note (other than when liquidating the Third Party Loan), then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

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(2) If the Third Party Loan is in default and the Third Party Lender, as part of its liquidation strategy,

(i) proposes to sell its note, or

(ii) receives an offer from a third party, then the Third Party Lender must provide CDC/SBA with the option to purchase the note at the same price offered by the potential purchaser, net any Default Charges per paragraph 9(c). SBA will have forty-five (45) days from receipt of the notice from the Third Party Lender to exercise its option to purchase the note. If SBA does not exercise its option and the Third Party Lender sells its note, then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

e. If the Third Party Lender sells or otherwise transfers its note to a third party, then any Default Charges, including, but not limited to, prepayment penalties, late fees, other Default Charges, and escalated interest after default due under the Third Party Loan must be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Common Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

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Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supersede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination. This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

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State Bank of Countryside

By: [Signature]

Print Name: **William Kerth**

Title: **Senior Vice President**

State of Illinois

County of Cook

On October 24, 2013 before me, Sharon R. Daufenbach, a Notary Public, personally appeared

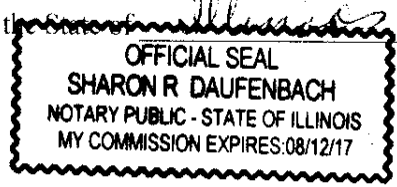
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

SomerCor 504 Inc.



(seal)

By: [Signature]

Print Name: **Milan Maslic**

Title: **Executive Vice President**

ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

By: [Signature]

Date: October 24, 2013

Typed Name: **Milan Maslic**, authorized officer of CDC.

Attest: [Signature]

State of ILLINOIS

County of COOK

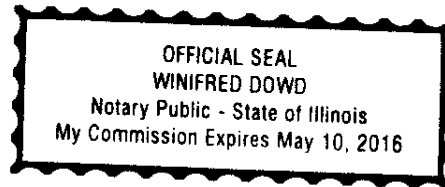
On October 24, 2013 before me, Winifred Dowd, a Notary Public, personally appeared Milan Maslic

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ILLINOIS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(seal)

UNOFFICIAL COPY**Equipment Valuation: Tommy Nevins, Evanston**

Item #	Description	Make/Model	Unit Value	Market Value
			Each	Total
Dining Room (Main)				
1	5 Tables (four tops) with bases	36" x 36"		
2	8 Tables (four tops) with bases	36" x 36" (pop-ups)		
3	73 Chairs (dining room table)			
4	2 Booths (seat & back cushion)	48"		
5	13 Lights (ceiling)			
6	13 Lights (chandelier)	Dining Room & Bar Area		
7	1 Banquettes	92"		
8	1 Banquettes	85"		
9	1 Banquettes	84"		
10	1 Hostess Podium	custom/millwork		
11	6 Tables (rectangle/four tops)	30" x 48"		
12	11 Tables (two-tops)	24" x 30"		
13	2 Chairs (green)			
14	3 Booths (seat & back cushion)	91" x 51"		
15	6 Lights (sconces)			
16	5 Coat Hooks			
17	55 Misc. Posters/Photos/Frames			
18	2 Air Curtains	60"		
19	1 Air Curtains	34"		
20	6 Planters (outdoor)	cement		
21	2 Benches (outdoor/entrance)	wood		
22	24 Outdoor Chairs (sidewalk café)	aluminum		
23	8 Outdoor Tables (sidewalk café)	30" x 30"		
			Sub-total	\$26,312
First Bar (adj Dining Room)				
26	24 Bar Stool (dining)			
27	9 Bar Stool (bar)			
28	16 Bar Stool (mini)			
29	7 Table (high-top rounds)	30"		
30	7 Tables (mini)	18" x 26.5"		
31	2 Bar Refrigerator	90" three-door (True)		
32	1 Ice Bin & Speed Rail	30"		
33	1 Ice Bin & Speed Rail	24"		
34	1 3 Compartment Sink	72"		
35	1 Bar (front top)	278"		
36	1 Bar Back Height	80"		
37	1 Hand Sink	17"		
38	1 SS Table & Guardrail			
39	2 Keg Cooler (single door)			
40	4 POS CPU & Screen	Silverware Platform w/ Cash Drawe		
41	7 POS Printers (thermal & ink)			
42	2 Fireplace Gate			
			Sub-total	\$14,166
Annex				
45	16 Mini-Tables			
46	34 Mini-Stools			
47	3 Dart Board & Score Pads			
48	4 Barrels (Decorative)			
49	1 Table w/ Decorative base)	48" x 30"		
50	1 Coat Rack	122" x 6"		
51	2 Benches w/ Green Cushin Seats	60" x 41"		

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52	5	Lights (bulb)	
53	3	Lights (sconces/dart game)	
54	2	Ceiling Fan & Lights	
55	7	TV LCDs	50" (Samsung)
56	1	TV LCDs	50" (LG)
57	2	Table (mini)	48" x 18"
58	1	Cushions (seats)	84"+72"+60"+68"+68"+68"+86" (42
59	1	Bench Seating	84"+72"+60"+68"+68"+68"+86" (42
60	2	Corner Bench Seating	48"
61	1	Pool Table	86" x 49" (green: 38" x 76")
62	1	Change Machine	

Sub-total **\$14,020**

Nevin Live Room

65	3	Tables w/ 4 legs (wooden)	
66	2	Screens (95") with Millwork	Stewart Filmscreen Corp.
67	10	Bar Stools	
68	1	Taps	18 Taps (nozzles)
69	1	Reach In Refrigerator	Single Door; 25" x 28" (TRUE)
70	1	Ice Bin	24"
71	1	3 Compartment Sink	72"
72	1	Hand Sink	15"
73	2	Refrigerator (sliding door)	Continental
74	3	POS CPU & Screen	Silverware Platform w/ Cash Drawe
75	2	TV LCDs (40")	Samsung
76	1	Mini hi-tops worktable	Work Table (16" x 20")
77	8	French Doors	35" x 82" (separator)
78	8	French Doors	35" x 82" (exterior); Lake St
79	5	French Doors	35" x 82" (exterior); Sherman
80	12	Tables (Rounds)	48"
81	64	Chairs	Folding Chair

Sub-total **\$34,665**

Outdoor Patio

84	10	Tables	30" x 30"
85	6	Tables	30" x 48"
86	64	Chairs	Aluminum Wired
87	1	Bar Top	75" x 30"
88	1	Brick Floor	195" x 95"
89	1	SS Drawers	36" x 24"
90	1	SS Double Drawer/Cooler	60" x 24"
91	1	SS Double Drawer/Cooler	108" x 34" (4 doors/swing/Perlick)
92	2	SS Shelves	80" x 14"
93	1	Plasma	48" (Sunbrite TV)
94	2	Swing Door System	28" x 82" (4 doors)
95	1	Sound System	Various audio/visual equipment
96	13	Bar Stools	Outdoor

Sub-total **\$134,362**

Coffee Station

99	1	SS Table	108" x 30" w/ undershelf & water s
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Sub-total **\$1,125**

Kitchen Line

102	1	SS Shelves/wired	24" x 18"
103	1	SS Shelves/wired	24" x 12"
104	1	SS Shelves/wired	36" x 12"
105	1	SS Shelves/wired	48" x 12"
106	1	Sandwich Unit (single door)	44" (True)
107	1	Undershelf (double drawer)	58"

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108	1	Hot Well (4 holes); electric	58"	
109	1	Side Drawer	43" (Continental)	
110	1	Grill/Broiler	36"	
111	1	Range (6 burners) with double ovens	Vulcan	
112	1	Griddle (24")	Vulcan	
113	1	Double Fryer w/ side Basket	Frymaster (47")	
114	1	Sandwich Unit (single door)	27.5"	
115	1	Hood System (6 filters, 3 lights, 5 nozzle	151" x 54"	
116	1	Cheese Melter	48" x 18" (American Range)	
			Sub-total	\$26,090

Dish Room

119	1	3 Compartment Sink	92" x 28" (Alum Legs)	
120	1	SS Work Table	30" x 24"	
121	1	Dish Rack	60" x 30"	
122	1	Dish Side Board #1	78" x 36"	
123	1	Dish Side Board #2	42" x 30"	
124	1	Dish Rack	78" x 24"	
125	1	Wire Rack	70" x 18"	
126	1	Type II Hood	30" x 30"	
127	1	Kitchen Smallwares (various)	Pots/Pans/Utensils (bunched)	
128	1	Pot Rack (Alum)	92"	
129	1	Dishware (various)	China, Glassware, Silverware	
			Sub-total	\$29,531

Preparation Area

132	1	Turbofan 32	28" x 25" (ht)	
133	1	Sandwich Unit (3 door)	93" x 34" (True)	
134	1	Freezer (ice Cream)		
135	1	SS Table & SS Undershelf		
136	1	2 compartment Vegetable Sink		
137	1	Hand Sink		
138	1	Upright Refrigerator (2 door)	76" x 23" (True)	
139	1	SS Table w/ Alum Undershelf	48" x 30"	
140	1	SS Shelf/Wire/Double Shelf	36" x 12"	
141	1	SS Shelf/Wire/Double Shelf	48" x 12"	
142	1	SS Shelf/Wire/Double Shelf	36" x 12"	
143	1	SS Shelf/Wire/Double Shelf	48" x 12"	
144	1	SS Shelf/Wire/Double Shelf	48" x 12"	
145	1	SS Shelf/Wire/Double Shelf	48" x 12"	
146	1	Microwave	22" x 12" (MenuMaster)	
147	1	Can Opener		
			Sub-total	\$7,795

Back Room

150	1	Ice Machine #1	73" x 48" (Scotsman)	
151	1	Ice Machine #2	67" x 30" (Scotsman (Prodigl))	
152	1	Upright Heat Unit	66" x 25"	
153	5	Hi-Chairs		
154	1	Walk-In Cooler	82" wide x 140" deep (16 taps); age	
155	1	SS Wire Shelf	42" x 14" x 62"	
			Sub-total	\$14,096

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Office				
158	8	Handhelds	Symbol Pocket	
159	1	Battery Pack		
160	1	On Hold Plus 7000		
161	1	Safe w/ single drop drawer	40" x 20" x 20" (deep)/Amsec-Digit	
162	4	Telephone System		
163	1	All-In-One Printer	HP: CM2320NF-MFP	
164	2	CPUs with Terminal/Keyboards		
			Sub-total	\$3,300
Back Storage				
167	2	Shelving/Green Plastic Coated	90" x 60" x 24"	
168	1	Shelving/Green Plastic Coated	60" x 85" x 18"	
169	2	Shelving/Green Plastic Coated	60" x 85" x 18"	
170	1	Steel with Plastic Shelves (small)	36" x 74" x 21"	
171	1	Steel with Plastic Shelves (large)	48" x 74" x 21"	
172	1	Mixer (32 quarter)	aged	
			Sub-total	\$2,147
Walk In Coolers/Freezer				
175	10	Shelving (wired)	60" X 74" X 18"	
176	1	Walk In Cooler	Beer Cooler	
177	1	Walk-In Cooler (outdoor)	Beer Cooler	
178	1	Walk-In Cooler (indoor)	Produce/Proteins/Grocery	
179	1	Walk-In Freezer (indoor)	Various Consumables	
180	1	Rolling Cart		
181	2	Mini-Dunnage Rack		
182	2	Glycol System (beer chillers)		
			Sub-total	\$22,575
Miscellaneous				
175	2	Men's Restroom (2 urinals; 2 toilets; vanity stalls, tile work, fixtures)		
176	2	Woman's Restroom (2 urinals; 2 toilets; vanity stalls, tile work, fixtures)		
177	1	Outdoor Fireplace	Custom	
			Sub-total	\$140,000
			Grand Total	\$470,183

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EXHIBIT B

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the real estate more fully described herein (the "Property") or the improvements thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, fans, fittings, floor coverings, freezers, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, shipping dock load level, sinks, sprinklers, stokers, stoves, toilets, trash compactor systems, ventilators, wall coverings, washers, wastewater facilities, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, and any and all proceeds of any of the foregoing.

2. All of Debtor's assets listed below, howsoever arising, wherever located and whether now owned or existing or hereafter existing or acquired:

- (i) all Equipment;
- (ii) all furniture and fixtures;
- (iii) any and all substitutions, renewals, improvements, replacements, additions and proceeds of (i) through (ii) above, including, without limitation, proceeds of insurance policies.

"Equipment" shall mean all machinery and equipment owned by Debtor, wherever located, whether now owned or hereafter existing or acquired by Debtor, any embedded software thereon, any additions thereon, accessions thereto or replacements of parts thereof.

"Person" shall mean individually, and "Persons" shall mean collectively, any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise including, without limitation, any instrumentality, division, agency, body or department thereof).

"UCC" shall mean the Uniform Commercial Code as enacted and amended in the State of Illinois, and as may be further amended from time to time.

UNOFFICIAL COPY

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1 IN THE PLAT OF CONSOLIDATION RECORDED SEPTEMBER 19, 1988 AS DOCUMENT 88426763 OF LOTS 8, 9, 10 (EXCEPT THE WESTERLY 40.0 FEET THEREOF) IN BLOCK 52 IN EVANSTON, IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

PIN#'S: 11-18-317-021-0000, 11-18-317-023-0000

COMMONLY KNOWN AS: 1450 SHERMAN AVENUE, EVANSTON, IL 60201

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