

UNOFFICIAL COPY

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

Debtor(s) (Last Name First) and address(es)
Rogers Tool Works, Inc.
P. O. Box 9
205 North 13th Street
Rogers, Arkansas 72757-0009

Secured Party(ies) and address(es)
The First National Bank of Boston
as Agent
100 Federal Street
Boston, Massachusetts 02110

File Filing Office
(Date, Time, Number, and Filing Office)

DEPT. OF RECORDING \$29.00
TRAN 7740 09/30/92 15:03:00
* - 9 1 2 - 7 2 7 3 5 7
CO. CLERK COUNTY RECORDER

1. This financing statement covers the following types (or items) of property:

All accounts, inventory, equipment, documents, instruments, general intangibles and other tangible and intangible property of Debtor, now owned or hereafter acquired, and products and proceeds thereof, all as more particularly set forth on Exhibit A attached hereto and hereby made a part hereof.

Certain of said Collateral may be or become fixtures of the real property described on Exhibit B attached hereto and made a part hereof, and this financing statement is to be indexed in the real estate records. The record owner of the real estate is Evanston Trust and Savings Bank, as Trustee under Trust Agreement No. 546.

ASSIGNEE OF SECURED PARTY

02727357

2. Products of Collateral are also covered.

4. Additional sheets presented

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC §9-109.

Rogers Tool Works, Inc.
By: *[Signature]*
Signature of (Debtor)
(Secured Party)

* Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered by UCC §9-402(b)

FILING OFFICER—ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1 - 76

CLERK'S OFFICE

UNOFFICIAL COPY

92727357

EXHIBIT A

To Financing Statement (fixtures)

Debtor: Rogers Tool Works, Inc.

Secured Party: The First National Bank of Boston, as Agent

All of the Debtor's right, title and interest in and to the following property, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (referred to collectively as the "Collateral"):

(a) all accounts, which term shall include, without limitation, any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, contract rights, chattel paper or general intangibles, or otherwise), including, but not limited to, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, securities, certificates of deposit, acceptances and all other debts, obligations and liabilities in whatever form from any Person, all guarantees, security and Liens for payment thereof, all goods, whether now owned or hereafter acquired and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability;

(b) all inventory, which term shall include, without limitation, all goods intended for sale or lease or for display or demonstration, all work in process, all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in the Debtor's business and all documents evidencing and general intangibles relating to any of the foregoing;

(c) all equipment, which term shall include, without limitation, all machinery, apparatus, equipment, fittings, fixtures and other tangible personal property of every kind and description, including, without limitation, all motor and other vehicles used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

(d) all contract rights, which term shall include, without limitation, any rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper, including, without limitation, the rights of the Debtor under the Asset Purchase Agreement (as defined in the security agreement between the Debtor and the Secured Party);

(e) all Patent Collateral (as defined in the security agreement between the Debtor and the Secured Party);

(f) all Trademark Collateral (as defined in the security agreement between the Debtor and the Secured Party);

92727357

UNOFFICIAL COPY

(g) all goods and other property, whether or not delivered,

(i) the sale or lease of which give or purports to give rise to any account, including, but not limited to, all merchandise returned or rejected by or repossessed from customers, or

(ii) securing any account, including, without limitation, all of the Debtor's rights as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such goods and other properties;

(h) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements and other agreements and property which secure or relate to any account or other Collateral or are acquired for the purpose of securing and enforcing any item thereof;

(i) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents and instruments evidencing or pertaining to any and all items of Collateral;

(j) all files, correspondence, computer programs, tapes, discs and related data processing software which contain information identifying or pertaining to any of the accounts or any account debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof;

(k) all cash deposited with the Secured Party which the Secured Party is entitled to retain or otherwise possess as collateral pursuant to any agreement between the Debtor and Secured Party;

(l) all general intangibles, including, without limitation, all tax refunds, trademarks, tradenames, patents, patent applications, trade secrets and proprietary information; and

(m) any and all products and proceeds of any such Collateral (including, but not limited to, any claims to any items included as Collateral, and any claims against third parties for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatsoever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

Proceeds of the above described property include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, documents, inventory, equipment, fixtures, farm products and consumer goods.

CERTAIN OF THE ABOVE-DESCRIBED COLLATERAL MAY BE OR BECOME FIXTURES TO THE REAL PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND MADE A PART

SECRET

Office

UNOFFICIAL COPY

HEREOF AND THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS. THE NAME OF THE RECORD OWNER OF THE REAL ESTATE IS EVANSTON TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT NO. 546.

Debtor has agreed not to create or permit to exist any security interests in any of its property without the consent of the Secured Party.

Property of Cook County Clerk's Office

82447537

UNOFFICIAL COPY

Chicago, Illinois

Debtor: Rogers Tool Works, Inc.

Secured Party: The First National Bank of Boston, as Agent

Property located in Chicago, Cook County, Illinois, being commonly known as 5740-50 North Tripp Avenue, being portions of Lots 9, 10 and 11 in Cook's Subdivision of that part of the East half of fractional Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, lying South of the Indian Boundary line.

Property of Cook County Clerk's Office

92797357