

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT FORM UCC-1

JULIUS ALUMBERG, INC. NY 10018

93795438

INSTRUCTIONS:

- PLEASE TYPE this form fold only (long perforation for filing)
- Remove Secured Party and Debtor copies and send other 3 copies with workshop carbon paper to the filing officer. (Filing fee)
- If the above parties (or any name) on this form is inadequate the name(s) should be continued on additional sheets, with only 3 copies. Only one original such additional sheets need be presented to the filing officer with a set of three copies of the financing statement (long whorls of material, numbered for use by the filing officer). Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is required that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return this copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

The financing statement is presented to the filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
ABC Rail Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

2. Secured Party(ies) and address(es)
Banque Indosuez, New York Branch
as Collateral Agent
1220 Avenue of the Americas
New York, New York 10023

3. Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

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

See Exhibit A attached hereto.

5. Assignee(s) of Secured Party and Address(es)

DEPT-01 RECORDING \$39.50
740011 TRAN 7400 10/05/93 11:54:00
2667 * - 93 - 795438
COOK COUNTY RECORDER

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Cook County Recorder

Illinois

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional States presented:

ABC Rail Corporation

Banque Indosuez, as Collateral Agent


Signature(s) of Debtor(s)

CFD
Title

By 
Signature(s) of Secured Party(ies)

FVP
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Property of Cook County Clerk's Office

After recording mail to

UNOFFICIAL COPY

93795438

Lawyers Title Insurance
One First National Plaza
10 South Dearborn, Suite 3250
Chicago, IL 60603-2093

[Mortgage]

Case No.

CHI-19910

Exhibit A to UCC-1 Financing Statement
identifying ABC Rail Corporation as Debtor
and Banque Indosuez, New York Branch, as
collateral agent, as Secured Party

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter acquired (the "Pledged Collateral"):

A. All of Debtor's right, title and interest in and to the land described in Schedule A, together with all Debtor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

B. Any and all estates or interests of Debtor in the buildings, structures and other improvements and any and all Alterations (as hereinafter defined) now or hereafter located or erected on the Land, including, without limitation, attachments, walks and ways (collectively, the "Improvements"; together with the Land, the "Premises");

C. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished in connection with the Premises, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation;

D. Any and all interest of Debtor in all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Premises or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof, including, without limitation, all utility systems, fire sprinkler and alarm systems, HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration,

93795438

3950

UNOFFICIAL COPY

8000000

Property of Cook County Clerk's Office

3000000

UNOFFICIAL COPY

9 3 7 9 5 4 3 8

-2-

electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment, and all other articles used or useful in connection with the use or operation of any part of the Premises (collectively, the "Equipment");

E. All Debtor's right, title and interest as landlord, franchisor, licensor or grantor, in all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, license or agreement, together with any such amendment, modification, supplement or renewal, a "Lease"), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash, guaranties, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee's, franchisee's, licensee's or obligee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Debtor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under or guarantor of a Lease;

F. All general intangibles and contract rights relating to the Premises and the Equipment and all reserves, deferred payments, deposits, refunds and claims of every kind or character relating thereto;

G. All drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data relating to the Premises or the Equipment or the construction of any Alteration (as hereinafter defined) or the maintenance of any Permit (as hereinafter defined); and

H. All Proceeds (as hereinafter defined) of any of the foregoing.

2. Operative Document. This financing statement relates to a certain mortgage, assignment of rents, security

93795438

agreement and fixture filing (the "Agreement") made by Debtor for the benefit of Secured Party, as amended from time to time.

3. Definitions. As used herein, the following terms have the following meaning:

"Alterations" shall mean any addition, modification or change, structural or non-structural, to the Premises.

"Governmental Authority" shall mean any federal, state, local or foreign court, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever or any governmental or quasi-governmental unit, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over the Debtor or the Pledged Collateral.

"Permit" shall mean all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any Governmental Authority to operate or use and occupy the Premises and the Equipment for its intended uses.

"Proceeds" has the meaning assigned to such term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under any other relevant law and, in any event, shall include (i) proceeds of any insurance (except proceeds of business interruption insurance and payments made to a Person which is not a party to the Agreement), indemnity, warranty or guarantee due and payable to Secured Party or to Debtor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting under color of a Governmental Authority), (iii) instruments representing amounts receivable in respect of any Pledged Collateral, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

UNOFFICIAL COPY

9 0 7 9 1316 Washington Street
Chicago Heights, Illinois

Schedule A

Lots 38, 39, 40, 41 and 42 in Block 1 in Subdivision of that portion of Lots 1 and 3 in Block 240 in Chicago Heights lying South of a line drawn 33 feet North of and parallel to the East and West center line of the South 1/2 of the Northwest 1/4 of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

93795438

After recording mail to:

Lawyers Title Insurance
One First National Plaza
10 South Dearborn, Suite 3250
Chicago, IL 60603-2093

UNOFFICIAL COPY

9 2 7 9 5 4 3 8

(Mortgage)

Case No. CHC-19910
Exhibit A to UCC-1 Financing Statement
identifying ABC Rail Corporation as Debtor
and Banque Indosuez, New York Branch, as
collateral agent, as Secured Party

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter acquired (the "Pledged Collateral"):

A. All of Debtor's right, title and interest in and to the land described in Schedule A, together with all Debtor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

B. Any and all estates or interests of Debtor in the buildings, structures and other improvements and any and all Alterations (as hereinafter defined) now or hereafter located or erected on the Land, including, without limitation, attachments, walks and ways (collectively, the "Improvements"; together with the Land, the "Premises");

C. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished in connection with the Premises, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation;

D. Any and all interest of Debtor in all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Premises or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof, including, without limitation, all utility systems, fire sprinkler and alarm systems, HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration,

93795438

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03/20/2023

UNOFFICIAL COPY

9 22 7 9 5 4 3 8

electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment, and all other articles used or useful in connection with the use or operation of any part of the Premises (collectively, the "Equipment");

E. All Debtor's right, title and interest as landlord, franchisor, licensor or grantor, in all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, license or agreement, together with any such amendment, modification, supplement or renewal, a "Lease"), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash, guaranties, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee's, franchisee's, licensee's or obligee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Debtor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under or guarantor of a Lease;

F. All general intangibles and contract rights relating to the Premises and the Equipment and all reserves, deferred payments, deposits, refunds and claims of every kind or character relating thereto;

G. All drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data relating to the Premises or the Equipment or the construction of any Alteration (as hereinafter defined) or the maintenance of any Permit (as hereinafter defined); and

H. All Proceeds (as hereinafter defined) of any of the foregoing.

2. Operative Document. This financing statement relates to a certain mortgage, assignment of rents, security

93795438

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8/11/2011

UNOFFICIAL COPY

-3-

agreement and fixture filing (the "Agreement") made by Debtor for the benefit of Secured Party, as amended from time to time.

3. Definitions. As used herein, the following terms have the following meaning:

"Alterations" shall mean any addition, modification or change, structural or non-structural, to the Premises.

"Governmental Authority" shall mean any federal, state, local or foreign court, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever or any governmental or quasi-governmental unit, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over the Debtor or the Pledged Collateral.

"Permit" shall mean all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any Governmental Authority to operate or use and occupy the Premises and the Equipment for its intended uses.

"Proceeds" has the meaning assigned to such term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under any other relevant law and, in any event, shall include (i) proceeds of any insurance (except proceeds of business interruption insurance and payments made to a Person which is not a party to the Agreement), indemnity, warranty or guarantee due and payable to Secured Party or to Debtor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting under color of a Governmental Authority), (iii) instruments representing amounts receivable in respect of any Pledged Collateral, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

93795438

UNOFFICIAL COPY

9 3 7 9 5 4 3 6

1316 Washington Street
Chicago Heights, Illinois

Schedule A

Lots 38, 39, 40, 41 and 42 in Block 1 in Subdivision of that portion of Lots 1 and 3 in Block 240 in Chicago Heights lying South of a line drawn 33 feet North of and parallel to the East and West center line of the South 1/2 of the Northwest 1/4 of Section 21, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

93795436

UNOFFICIAL COPY

THE STATE OF ILLINOIS
DEPARTMENT OF REVENUE

PROPERTY TAX

Property of Cook County Clerk's Office

83322438