

STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM 9301

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for filing.
- Remove Secured Party and Debtor names and addresses from page 1 and file in separate envelope or folder with original and copies of this form. Only one copy of each additional sheet need be presented to the filing officer with a set of three copies of the financing statement. The original and copies of this form shall be returned to the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is filed as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer shall return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

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

2. Secured Party and address(es)  
Banque Indosuez, New York Branch  
as Collateral Agent  
1230 Avenue of the Americas  
New York, New York 10023

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)  
**93795441**

4. This 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  
12011 TRAN 7400 10/05/93 \$1155100  
#-93-795441  
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.  
Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  
**Cook County, Illinois**

ABC Bank Corporation  
Banque Indosuez, as Collateral Agent  
TVR

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Lawyers Title Insurance

One First National Plaza

10 South Dearborn, Suite 3250

Chicago, IL 60603-2093

Case No. CHI-19911

93795441

[Mortgage]

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,

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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

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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.

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11/20/2018



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11th & Washington Streets  
Chicago Heights, Illinois

## Schedule A

### PARCEL 1:

Lots Five (5) and Six (6) in Block Two Hundred Forty (240) in Chicago Heights, a Subdivision of parts of the Northwest Quarter and the Northeast Quarter of Section Twenty One (21) and the Southeast Quarter and the Southwest Quarter of Section Sixteen (16), Township Thirty Five (35) North, Range Fourteen (14), East of the Third Principal Meridian, as per plat thereof recorded January 11, 1907 as Document Number 3977359, in Cook County, Illinois.

### PARCEL 2:

A strip of land Six (6) feet in width and Six Hundred Forty One (641) feet in length in the North Half of the North Half of Section Twenty One (21), Township Thirty Five (35) North, Range fourteen (14), East of the Third Principal Meridian, described as follows:

Beginning at a point in the Southeasterly line of Washington Avenue in the City of Chicago Heights, Twenty Five (25) feet North of the South line of Lot Four (4) in Block Two Hundred Forty (240) (measured at right angles to the said South line of Lot Four (4)); thence East, parallel with and Twenty Five (25) feet from the said South line of Lot Four (4), a distance of Six Hundred Forty One (641) feet to a point; thence South, at right angles to the last described course, Six (6) feet to a point; thence West parallel with the said South line of Lot Four (4), to the said Southeasterly line of Washington Avenue, thence Northeasterly along the said line of Washington Avenue, to the place of beginning, in Cook County, Illinois.

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PROPERTY

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COPY

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

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(Mortgage)

Case No. ~~CHT~~ 19911 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,

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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;

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"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 who 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.

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9 5 7 9 5 4 4 1  
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Chicago Heights, Illinois

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