

RECORDER'S OFFICE

STATE OF ILLINOIS  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

UNOFFICIAL COPY

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Log schedules of collateral, indentures, etc., may be on an additional sheet that is convenient for the Secured Party.

NA31845 ①

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

Amik

3320  
938257:0

This STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)  
Winthrop R & D Holdings, Inc.  
c/o Winthrop Financial Associates  
One International Place  
Boston, MA 02110

Secured Party(ies) and address(es)  
Winthrop Holdings Acquisition Corp.  
c/o Winthrop Financial Associates  
One International Place  
Boston, MA 02110

- This financing statement covers the following types (or items) of property:  
All of the types of property more particularly described on Exhibit One attached hereto and made a part hereof, including those items more particularly described on Schedule B thereto.
- (If collateral is crops) The above described crops are growing or are to be so on:

ASSIGNEE OF SECURED PARTY  
Principal Mutual Life  
Insurance Company  
711 High Street  
Des Moines, Iowa 50392

(Describe Real Estate)  
N/A

- (If applicable) Some of the above goods are to become fixtures on Real Estate more specifically described in Schedule A to Exhibit One hereto

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)  
The name of a record owner is  
DEBTOR  
WINTHROP HOLDINGS ACQUISITION CORP.

- Proceeds of Collateral are also covered.

5 Additional sheets presented.  
X Filed with Recorder's Office of Cook County, Illinois.

By: [Signature]  
Title: Vice President  
Secured Party/Assignor  
WINTHROP R & D HOLDINGS, INC.

By: [Signature]  
Signature of (Debtor)  
Resident  
\*Signature of Debtor Required in Most Cases.  
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

By the Secretary of State.

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WINTHROP R & D HOLDINGS, INC.

## EXHIBIT ONE

### to UCC-1 Financing Statement

Debtor: Winthrop R & D Holdings, Inc.  
c/o Winthrop Financial Associates  
One International Place  
Boston, MA 02110

938257:0

Secured Party: Winthrop Holdings Acquisition Corp.  
c/o Winthrop Financial Associates  
One International Place  
Boston, MA 02110

SEPT-01 RECORDINGS \$33.50  
142077 TRAN 9087 10/14/93 15:15:00  
14212 \* -93-825700  
COOK COUNTY RECORDER

Assignee of  
Secured Party: Principal Mutual Life Insurance Company  
711 High Street  
Des Moines, IA 50392

Capitalized terms used but not defined herein shall have the meanings set forth in the Mortgage, Security Agreement and Fixture Filing, dated as of October 13, 1993 (the "Mortgage"), from Debtor to Secured Party. This Financing Statement covers all of Debtor's right, title and interest in and to the following types or items of property, wherever located and whether now-existing or hereafter arising:

1. The property described in paragraphs 2 and 3 below, subject only to Permitted Exceptions (as defined in the Mortgage). The rights of Lessee under the Lease are prior to and superior to the lien of the Mortgage, whether or not the Lease (or a memorandum thereof) is recorded prior to the recordation of the Mortgage and the obligations of Debtor under the Mortgage are subject to Lessee's rights under the Lease. The Grant of the Lien of the Mortgage pursuant to the Mortgage is and shall be pari-passu with the mortgage and security interest granted by Debtor under the Pari-Passu Mortgage and Secured Party, as mortgagee under the Mortgage and the mortgagee under the Pari-Passu Mortgage shall share equally and ratably in the Mortgaged

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Property to the extent of the obligations secured by the Mortgage and by the Pari Passu Mortgage, respectively.

2. The entire right, title and interest of Debtor in and to (a) all buildings, structures, other improvements and corporeal immoveables now standing or at any time hereafter constructed or placed upon the land parcel described in Schedule A hereto (the "Land Parcel"), including, without limitation, all right, title and interest of Debtor in and to all building equipment and fixtures of every kind and nature owned by Debtor and located on the Land Parcel or in any such building, structure or other improvements (said buildings, structures, other improvements and building equipment and fixtures being herein collectively called the Improvements) (other than the improvements existing on September 1, 1993 and items thereafter located on the Land Parcel, but outside of the "footprint" of such existing improvements), (b) all claims or demands of Debtor, in law or in equity, in possession or expectancy of, in and to the Improvements and (c) the personal property described in Schedule B hereto, together with all substitutions and replacements therefor and (d) all rents, income, revenues, issues, awards, proceeds and profits from and in respect of the property described in this paragraph 2 which are by the Mortgage (except as otherwise set forth in paragraphs 3 below) specifically assigned, transferred and set over to Secured Party, it being the intention of the parties to the Mortgage that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or held or is hereafter acquired by Debtor and is affixed, attached and annexed to the Land Parcel and located within the "footprint" of the improvements existing on September 1, 1993, but excluding such existing improvements, shall be and remain or become and constitute a portion of the Mortgaged Property and the security covered by and subject to the lien hereof and of the Mortgage. The Improvements and other property described in this paragraph 2 relating thereto are herein collectively called the Property.

3. All Debtor's right, title and interest as lessor under the Lease Agreement, dated as of October 13, 1993 (the "Lease"), between Debtor, as lessor and Helene Curtis, Inc., an Illinois corporation, together with any corporation succeeding thereto by merger, consolidation or acquisition of its assets substantially as an entirety ("Lessee"), as lessee, as amended or supplemented from time to time, together with any short form thereof for purposes of recording, including, without limitation, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues, awards, proceeds and profits and other sums of money payable or receivable thereunder (except sums payable directly to any other Person thereunder), whether payable as rent or otherwise,

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including, without limitation, sums of money receivable by Debtor thereunder by virtue of a release of rights in the nature of easements or by virtue of a dedication or transfer of portions of the Property, to accept or reject any offers made pursuant to the Lease to purchase any interest in the Property, to bring actions and proceedings under the Lease or for the enforcement thereof and to do anything which Debtor or any lessor is or may become entitled to do under the Lease, provided that the assignment made by the Mortgage and described in this paragraph 3 shall not impair or diminish any obligation of Debtor under the Lease nor shall any such obligation be imposed upon Secured Party.

/usr2/id29/work/PRIN.HCI/co.ucc.sched3

Property of Cook County Clerk's Office

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## SCHEDULE A

ALL THAT LAND SITUATED IN COOK COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 919.84 FEET (AS MEASURED ON THE WEST LINE THEREOF) OF THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED BY DOCUMENT 10494972 AND LYING EAST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID SECTION 7, 1699.86 FEET EAST (AS MEASURED ON SAID SOUTH LINE) OF THE CENTER LINE OF ROHLWING ROAD, AS OCCUPIED, (SAID CENTER LINE OF ROHLWING ROAD BEING 945.57 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 7, AS MEASURED ON SAID SOUTH LINE OF SAID SECTION 7) TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 7, 103.0 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE EAST 30 FEET THEREOF TAKEN FOR BARKER AVENUE (CURRENTLY KNOWN AS APOLLO DRIVE) AND EXCEPT THAT PART TAKEN FOR GOLF ROAD IN CASE 68L13469, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, 438.24 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT, 274.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 47.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 153.00 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 329.75 FEET TO A POINT 66.00 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID TRACT 572.57 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT 66.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT 1000.65 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

(CONTAINING 15.00 ACRES, MORE OR LESS)

THE STREET ADDRESS OF THE PROPERTY IS 3100 GOLF ROAD, ROLLING MEADOWS, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 08-07-403-014, 08-07-403-015, 08-07-403-016.

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