

1. Debtor (Name and address)
Blanco Broadcasting, Inc.
200 West Belmont Avenue
Chicago, Illinois 60641

2. Secured Party (Name and address)
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

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

(List additional Debtor names below)

The financing statement covers the following types (or items) of property:
The collateral described on Exhibit A attached hereto and made a part hereof located at the real estate described on Exhibit B attached hereto and made a part hereof.

Additional Debtor Name:
Blanco Broadcasting, Inc.

This Filing constitutes a
FIXTURE FILING and
should be filed in the
real estate records.

DEPT-01 RECORDING
746666 TRAM 7964 02/25/93 10:24:00
#5164 * -93-146932
COOK COUNTY RECORDER

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

6. This filing is made without the debtor's signature to perfect a security interest in collateral. (check if so)
7. Is the collateral subject to a security interest in another jurisdiction when it was brought into this state?
8. What is the proceeds of the original collateral described above in which a security interest was perfected:

Proceeds of Collateral are also covered.
 Products of Collateral are also covered.

9. County, Illinois - Recorder's Office

2000449 - 9

No. of additional Sheets presented: 5

BLANCO BROADCASTING, INC.

[Signature]

Signature of Debtor

LASALLE NATIONAL BANK
By: *[Signature]*

Bruce S. (Signature) of Secured Party

(2) FILING OFFICER - NUMERICAL

STANDARD FORM - FORM UCC-1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

CHIEF CLERK

DEPUTY CLERK

RECORDED

Chicago, Illinois 60641

LaSalle National Bank
127 South LaSalle Street
Chicago, Illinois 60601

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

UNOFFICIAL COPY

(See additional debtor names below)

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

Collateral described on Exhibit A attached hereto and made a part hereof located at the real estate described on Exhibit B attached hereto and made a part hereof.

Debtor Name:

City City Broadcasting, Inc.

This filing constitutes a
FIXTURE FILING and
should be filed in the
real estate records.

DEPT-01 RECORDING
T#8666 TRAN 7964 02/25/93 10:22:00
#3164
COOK COUNTY RECORDER

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

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 correct: Proceeds of Collateral are also covered. Products of Collateral are also covered.

No. of additional Sheets presented: 5

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 19

By:
(Signature of Secured Party or Assignee of Record,
Not Valid Until Signed.)

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

STANDARD FORM - FORM UCC-1

FILING OFFICER - ACKNOWLEDGEMENT

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Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

THE OFFICIAL RECORDS OF THE COURT OF COMMON PLEAS IN AND FOR THE COUNTY OF COOK, ILLINOIS, ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

COOK COUNTY, ILLINOIS

CHICAGO, ILLINOIS

1. Debtor(s) (Last Name First) and address(es)
Mansfield Broadcasting, Inc.
140 West Belmont
Chicago, Illinois 60601

2. Secured Party(ies) and address(es)
LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

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

DEPT-01 RECORDING
186666 TRAN 7964 02/25/93 11:24:00
\$5166 * * - 3 - 146532
COOK COUNTY RECORDER

(See additional Debtor names below)

4. The financing statement covers the following type(s) of property:
The Collateral described on Exhibit A attached hereto and made a part hereof located at the real estate described on Exhibit B attached hereto and made a part hereof.

Additional Debtor Names:

City Broadcasting, Inc.

This Filing constitutes a
FIXTURE FILING and
should be filed in the
real estate records.

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

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.

Filed with Cook County, Illinois - Recorder's Office

No. of additional Sheets presented: 5

MANSFIELD BROADCASTING, INC.

[Signature]
Signature(s) of Debtor(s)

LASALLE NATIONAL BANK

[Signature]
Signature(s) of Secured Party(ies)

SECURED PARTY COPY

STANDARD FORM - FORM UCC-1

INC.
Avenue
Illinois 60641

LaSalle National Bank
70 South LaSalle Street
Chicago, Illinois 60603

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

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COOK COUNTY RECORDER
JAN 25 1964

(See additional Debtor names below)

The financing statement covers the following types (or items) of property:
The Collateral described on Exhibit A attached hereto and made a part hereof located at the real estate described on Exhibit B attached hereto and made a part hereof.

Additional Debtor Names:

City
State
City

City Broadcasting, Inc.

This Filing constitutes a
FIXTURE FILING and
should be filed in the
real estate records.

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

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:

Proceeds of Collateral are also covered. Products of Collateral are also covered.

Filed with Cook County, Illinois - Recorder's Office

No. of additional Sheets presented: 5

CITY BROADCASTING, INC.

LABALLE NATIONAL BANK

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

DEBTOR COPY

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EXHIBIT A
ATTACHED TO FINANCING STATEMENT
EXECUTED BY DIAMOND BROADCASTING, INC.
IN FAVOR OF
LASALLE NATIONAL BANK

DEBTOR:

Diamond Broadcasting, Inc.
4949 West Belmont Avenue
Chicago, Illinois 60641

SECURED PARTY:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

This Financing Statement covers the following types (or items) of property:

(1) all personal property of the Debtor, whether now owned or existing or hereafter acquired or arising and regardless of where located including, without limitation, the following: (a) Accounts; (b) Inventory; (c) General Intangibles; (d) Documents; (e) Instruments; (f) Equipment; (g) Fixtures; (h) all deposit accounts of the Debtor maintained with any bank or financial institution; (i) all cash and other monies and property of the Debtor from time to time in the possession or under the control of the Secured Party; and (j) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the foregoing property or are otherwise necessary or helpful in the collection thereof or realization thereon.

(2) Proceeds of all or any of the foregoing property including, without limitation, all proceeds of FCC licenses and all other governmental permits, licenses and franchises relating to the construction, installation or operation of radio stations.

For the purposes of this Financing Statement the following definitions shall apply:

Accounts. The term "Accounts" means all accounts now owned or hereafter created or acquired by the Debtor including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (a) accounts receivable, contract rights, book debts, notes, drafts, acceptances, choses in action and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property, the performance of services or otherwise; (b) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (c) the Debtor's rights to any goods, services or



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135 South LaSalle, Suite 1162
Chicago, IL 60603

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other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit); (d) monies due to or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges with respect thereto (whether or not yet earned by performance on the part of the Debtor); (e) uncertificated securities; and (f) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person with respect to any of the foregoing.

Asset Purchase Agreement. The Term "Asset Purchase Agreement" means that certain Asset Purchase Agreement dated as of December 15, 1992 among WFYR-FM, Inc., a Tennessee corporation, Daniel R. Lee and the Debtor (together with the exhibits, schedules, agreements and documents contemplated thereby or delivered pursuant thereto), as the same may be amended after the date hereof with the prior written consent of the Secured Party.

Chattel Paper. The term "Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods.

Documents. The term "Documents" means all documents or other receipts covering, evidencing or representing goods now owned or hereafter acquired by the Debtor including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

Equipment. The term "Equipment" means all equipment now owned or hereafter acquired by the Debtor, including, without limitation, all machinery, amplifiers, transmitters, converters, cables, earth stations, antennae, cameras and associated equipment, motor vehicles, trucks, trailers, vessels, aircraft, rolling stock and all other tangible personal property (other than Inventory) and all parts thereof and all additions and accessions thereto and replacements therefor.

FCC. The term "FCC" means the Federal Communication Commission.

Fixtures. The term "Fixtures" means all of the following now owned or hereafter acquired by the Debtor, including, without limitation, all plant fixtures, trade fixtures, business fixtures, and other fixtures and storage office

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facilities, wherever located, and all additions and accessions thereto and replacements therefor.

General Intangibles. The term "General Intangibles" means all intangible personal property including, without limitation, all right, title and interest of the Debtor in and to: (a) all agreements, leases, licenses and contracts to which the Debtor is or may become a party; (b) all obligations or indebtedness owing to the Debtor (other than Accounts) or other rights to receive payments of money from whatever source arising; (c) all tax refunds and tax refund claims; (d) all choses in action and causes of action; (e) all trade secrets and other confidential information relating to the business of the Debtor; (f) to the extent a security interest therein is permitted by law, all FCC licenses and all other governmental permits, licenses and franchises relating to the construction, installation or operation of radio stations; and (g) all of the Debtor's rights under or in respect of the Asset Purchase Agreement, the Memphis Note and all related security and security documentation.

Instruments. The term "Instruments" means all Chattel Paper, letters of credit, certificated and uncertificated securities and any replacements therefor and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, (a) all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which the Debtor now has or hereafter acquires any rights and (b) the Memphis Note.

Inventory. The term "Inventory" means all inventory now owned or hereafter acquired by the Debtor, wherever located including, without limitation, finished goods, raw materials, work in process and other materials and supplies (including packaging and shipping materials) used or consumed in the manufacture or production thereof and goods which are returned to or repossessed by the Debtor.

Memphis Note. The term "Memphis Note" means that certain promissory note of WPYR-FM, INC., a Tennessee corporation to be received by the Debtor upon the consummation of the sale pursuant to the Asset Purchase Agreement.

Proceeds. The term "Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any collateral including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect

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to any collateral, and any condemnation or requisition payments with respect to any collateral, in each case whether now existing or hereafter arising.

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Exhibit B 9 3 1 4 6 9 3 2

LEGAL DESCRIPTION (ILLINOIS)

PARCEL 1:

LOT 17 (EXCEPT THE EAST FOUR FEET THEREOF) AND LOTS 18, 19, AND 20 IN BLOCK 8 IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-28-202-007

- 006

- 005

- 004

PARCEL 2:

LOTS 45 TO 48, BOTH INCLUSIVE, IN BLOCK 5 IN EDWARD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-21-421-043

PARCEL 3:

LOTS 27 TO 29, BOTH INCLUSIVE, IN BLOCK 5 OF EDWARD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-21-421-023

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