

UNOFFICIAL COPY

Name (first) and address(es)
John M. Smyth Co.
c/o Levitz Furniture
Corporation
6111 Broken Sound Parkway, N.W.
Boca Raton, FL 11763

Secured Party (Name and address)
Chemical Bank, a National
Agent
200 Jericho Quadrangle
Jericho, NY 11753

For Filing Office
(Date, Time, Number, and Filing Office)
94875515
DEPT-01 RECORDING \$35.50
T66666 TRAN 3498 08/01/94 13:30:00
3474 510 # - 94 - 6755 15

- This financing statement covers the following types (or items) of property:
All Collateral as described in Annex I attached hereto and incorporated by reference herein
- ~~Accounts receivable~~ The above described crops are growing or are to be grown on
(Describe Real Estate)
- (If applicable) The above goods are to become fixtures on (the structure on which the goods are to be attached) (The above minerals or the life (including oil and gas) or accounts will be located at the wellhead or minehead of the well or mine located on (State what is inapplicable) (Describe Real Estate) Real Estate as described in Annex II attached hereto and incorporated by reference in its entirety.

COOK COUNTY RECORDER
ATTORNEY OF RECORD PARTY

This is a Fixture Filing,
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
Smyth Properties, Inc.

4. Products of Collateral are also covered

Return acknowledgment to:
National Information
12345
Albany, NY 12204

5401 E 74 / 232100

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

John M. Smyth Co. c/o Levitz Furniture Corporation
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 (2)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ANNEX I

Description of Collateral

Debtor: John M. Smyth Company
c/o Levitz Furniture Corporation
6111 Broken Sound Parkway, N.W.
Boca Raton, FL 33431

Secured Party: Chemical Bank, as Collateral Agent
pursuant to the Credit Agreement
200 Jericho Quadrangle
Jericho, New York 11753

A. The following types or items of property, whether now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest are covered by the Financing Statement to which this Annex I is attached (collectively, the "Collateral"):

1. all Accounts Receivable;
2. all Documents;
3. all Equipment (including Fixtures);
4. all General Intangibles;
5. all Inventory;
6. all cash and cash accounts;
7. all Permits;
8. all Trademark Licenses;
9. all Trademarks; and
10. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

94675815



CHEMTEL MORTGAGE
SERVICES, INC.
582 N. Oakwood Ave. #202
Lafayette, IL 60045

Notwithstanding the foregoing, Collateral does not include Accounts Receivable, or General Intangibles with respect to Accounts Receivable, whether now owned or hereafter arising

35-50
BANK

or acquired by the Debtor, wherever located, which General Electric Capital Corporation has purchased, purportedly purchased, established or added pursuant to the Account Purchase Agreement.

"Account Purchase Agreement" shall mean the Account Purchase and Credit Card Agreement dated as of October 31, 1987, as amended, restated and renamed as of May 2, 1994, among Levitz Furniture Corporation, certain subsidiaries of Levitz Furniture Corporation, and General Electric Capital Corporation, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, including the addition or deletion of present or future affiliates or subsidiaries of Levitz Furniture Corporation.

"Accounts" shall mean, with respect to the Debtor, any and all right, title and interest of Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from affiliates of the Debtor.

"Accounts Receivable" shall mean, with respect to the Debtor, all Accounts and all right, title and interest of Debtor to Accounts (other than as aforesaid) and all right, title and interest of Debtor in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resale, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired. Notwithstanding the foregoing, Accounts Receivable shall not include Accounts Receivable which are excluded from the definition of Collateral.

"Credit Agreement" shall mean the Second Amended and Restated Credit Agreement, dated as of June 28, 1994, as amended, restated, supplemented, modified or waived from time to time, among Levitz Furniture Corporation, the financial institutions party thereto, as lenders, Chemical Bank, as swingline lender, fronting bank, administrative agent and collateral agent, and Wells Fargo Bank, National Association, as co-agent.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3

"Documents" shall mean all instruments, files, records, ledger sheets and documents, whether now owned or hereafter acquired, covering or relating to any of the Collateral, including customer lists, credit files, computer programs, printouts and other computer materials and records.

"Equipment" shall mean all equipment in all its forms, wherever located, now or hereafter existing, and all parts thereof and accessions thereto, that are now or hereafter owned by the Debtor. The term "Equipment" shall include Fixtures. In addition, the term "Equipment" shall include all movable appliances, machinery, apparatus, equipment, building materials, furniture, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to any property of the Debtor or used in connection with the use and enjoyment of any property of the Debtor or the maintenance or preservation thereof, including, without limitation, tools, utility systems, fire sprinkler and alarm systems, HVAC equipment, boiler, electronic data processing, refrigeration electronic monitoring, water, lighting, power, sanitation, waste removal, window cleaning, maintenance or other systems or equipment, all indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, racks, shelves, lockers and cabinets), furnishings, appliances, supplies, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, and all other apparatus, equipment, furniture, furnishings, holiday decorations, and all other articles used or useful in connection with the use or operation of any part of any property of the Debtor and further including Debtor's rights as lessee under any lease of any of the foregoing (to the extent the same may be assigned).

"Fixtures" shall mean all items of equipment, in all its forms, wherever located, whether now or hereafter owned or acquired, of the Debtor, and all parts thereof or accessions thereto that are now or hereafter owned by the Debtor that become so related to particular real estate that an interest in such items of such equipment arises under any real estate law applicable thereto.

"General Intangibles" shall mean all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge,

UNOFFICIAL COPY

CHRYSLER SECURITIZATION
SERVICES INC.
500 N. Dearborn Street, Suite 2000
Chicago, IL 60610

surveys, engineering reports, test reports, manuals, materials, standards, catalogs, research data, computer and automatic machinery software and programs and the like pertaining to operations by the Debtor; all information relating to sales of products now or hereafter manufactured by the Debtor; all accounting information pertaining to the Debtor's operations or any of the Equipment, any inventory or accounts receivable or any other items set forth in this definition and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of such Equipment, inventory, accounts receivable or any other items set forth in this definition may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all licenses, consents, permits, variances, certifications and approvals of governmental authorities now or hereafter held by the Debtor pertaining to operations now or hereafter conducted by the Debtor; all choses in action and causes of action and all other intangible personal property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate agreements, and other agreements), goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by an account debtor of any accounts receivable.

"Inventory" shall mean all goods of the Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of the Debtor.

"Permits" shall mean, to the extent assignable, any and all permits, certificates, approvals and authorizations however characterized, issued or in any way furnished, whether necessary or not for the operation and use of any property of the Debtor, including, without limitation, permits, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

5

"Proceeds" shall mean any consideration received from the sale, exchange or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark Licenses" shall mean any written agreement granting to any third party any right to use any Trademark now or hereafter owned by the Debtor, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, except for any agreement that by its terms prohibits the assignment or grant of security interest therein.

"Trademarks" shall mean all of the following now or hereafter owned: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, (b) all goodwill of the business symbolized by and/or associated therewith and (c) all extensions or renewals thereof.

94677815

CHRYSLER MORTGAGE
SERVICING LLC
552 N. Dearborn St., 8000
Lombard, Illinois 60145

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Site No. 18
Schaumburg, Illinois
Cook County

1733 E Woodfield Rd
PIN 07-13-400-004

Annex II

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 33 MINUTES 31.5 SECONDS WEST ALONG SAID EAST LINE 700 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28.5 SECONDS WEST 450 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE; THENCE NORTH 0 DEGREES 33 MINUTES 31.5 SECONDS EAST 694.283 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE TO A POINT IN SAID SOUTH LINE OF WOODFIELD ROAD, THENCE EASTERLY 445.846 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD BEING THE ARC OF A CIRCLE OF 1859.86 FEET RADIUS CONVEX TO THE NORTH WHOSE CHORD BEARS NORTH 89 DEGREES 45 MINUTES 1 SECOND EAST TO A POINT OF TANGENCY, THENCE SOUTH 83 DEGREES 22 MINUTES 56 SECONDS EAST 5.294 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD TO HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.