

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

RECORD FROM
UNIFORM COMMERCIAL CODE FORMS

FIXTURE FILING

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. 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. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

George Gonzalez
2501 N. Western Avenue
Chicago, Illinois 60604

2. Secured Party(ies) and address(es)

Merlin Corporation
One North River Lane
Suite 205
Geneva, Illinois 60134

3. Maturity date (if any)

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

95750780

DEPT-01 RECORDING

\$31.50

T42222 TRAN 8309 11/02/95 12:14:00

15624 + KB * - 95 - 750780

COOK COUNTY RECORDER

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

See Exhibit A Attached Hereto for Collateral Description:
See Exhibit B Attached Hereto for Legal Description

This is a fixture filing to be filed in the Real Estate Records

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

95750780

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: 4

Filed with Cook County, Illinois

By:  Signature(s) of Debtor(s)By:  Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A to Financing Statement

As collateral security for the prompt and complete payment and performance when due of all of the Obligations (as defined in the Security Agreement, dated as of September 15, 1995, between Debtor and Secured Party), Debtor does hereby grant to Secured Party a continuing security interest in, to and under (with respect to everything described below) all of Debtor's assets relating to the Merlin's Magic Muffler and Brake Franchise operated by Debtor at 2501 North Western Avenue, Chicago, Illinois 60604, including (i) Receivables; (ii) Inventory; (iii) Equipment; (iv) General Intangibles; (v) all books and records of Debtor; (vi) all Accounts of Debtor; (vii) all liens, security, guaranties, endorsements, warranties and indemnities, and all insurance and claims for insurance relating thereto or arising in connection therewith; (viii) all rights to property forming the subject matter of the Accounts; (ix) all notes, contracts, assignments, security agreements, guaranties, chattel paper and other evidence of indebtedness or security, all powers of attorney, all books, records, ledger cards and invoices, all credit information, reports, or memorandums and all evidence of filings or registrations relating thereto; (x) all Other Personal Property; (xi) all additions, accessions, replacements, substitutions or improvements and all products and proceeds including, without limitation, proceeds of insurance, of any and all of the collateral described in clauses (i) through (ix) and proceeds (including, without limitation, all insurance and claims for insurance effected or held for the benefit of Debtor) and products of any and all of the foregoing.

The security interest of Secured Party under the Security Agreement extends to all Collateral of the kind which is the subject of the Security Agreement which Debtor may acquire at any time during the continuation of the Security Agreement.

Definitions of collateral described above:

"Accounts" shall mean all present and future accounts, contracts and contract rights, including but not limited to Debtor's rights (including rights to payment) under all agreements, together with all claims, rights, powers or privileges and remedies of Debtor relating thereto or arising in connection therewith including, without limitation, all rights of Debtor to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval, together with full power and authority to demand, receive, enforce, collection or receipt for any of the foregoing or any property which is the subject of any agreements, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of Secured Party) may be necessary or advisable in connection with any of the foregoing; and computer and automatic machinery software and programs, and other information relating to the foregoing.

"Equipment" shall mean any "equipment", as such term is defined for purposes of the UCC, now or hereafter owned by Debtor and which is used in Debtor's business and, in any event, shall include, without limitation, all machinery, equipment, furnishings, fixtures and vehicles now or hereafter owned by Debtor and any and all additions, substitutions, replacements,

121041

F	3/5	A
P		P
T	3/5	V
I		M

MAIL
TO

RETURN TO:
LEXIS Document Services
135 S. LaSalle, Ste 2054
Chicago, IL 60603

95750780

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

financing statement (UCC-1) signed by Debtor naming the Secured Party as secured party, together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof.

"Receivables" shall mean all of Debtor's rights to payment for goods (including freight and taxes) sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (b) all of Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"UCC" shall mean the Uniform Commercial Code, as the same may from time to time, be effect in the State of Illinois.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 8 TO 9 INCLUSIVE AND THAT PART OF LOTS 3 AND 4 LYING SOUTH ON A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 3 AFORESAID 87 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 3 TO A POINT ON THE EAST LINE OF LOT 4 AFORESAID, 11 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 4 IN BLOCK 7 IN TINKHAM'S ADDITION TO HOLSTEIN A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4, SOUTH WEST OF RAILROAD, SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-30-313-008

95750760

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and accessions thereto of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean any "general intangibles", as such term is defined for purposes of the UCC, now or hereafter owned by Debtor and, in any event, shall include, without limitation, all rights, interests, choses in action, causes of actions, claims and all other intangible property of Debtor of every kind and nature (other than Accounts), in each instance whether now owned or hereafter acquired by Debtor and however and whenever arising, including, without limitation, all corporate and other business records; all loans, royalties and other obligations receivable; customer lists, credit files, correspondence, and advertising materials; firm sale orders, other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property, real or personal and whether covered by the Security Agreement or the Mortgage by any Person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums credited by or due to Debtor from Lender or any of its Affiliates with the same rights therein as if the deposits or other sums were credited by or due from Lender; all credits with and other claims against carriers and shippers; all rights to indemnification; all patents and patent applications (including all reissues, divisions, continuations and extensions); all trade secrets and inventions; all copyrights (including all computer software and related documentation); all rights and interests in and to trademarks, trademark registrations and applications therefor, trade names, corporate names, brand names, slogans, all goodwill associated with the foregoing; all license agreements and franchise agreements, all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts; all proceeds of insurance of which Debtor is beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to Debtor; and all other intangible property, whether or not similar to the foregoing.

"Inventory" shall mean all of the "inventory", as such term is defined for purposes of the UCC, now or hereafter owned by Debtor, including raw materials, work-in-process, and finished goods and material or equipment usable in processing such inventory, and all documents of title covering such inventory.

"Other Personal Property" shall mean all other personal property of Debtor of any nature whatsoever, including, without limitation, cash, cash equivalents, bank accounts, deposits, credit balances, notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same, insurance proceeds and books and records relating to any of the property covered by the Security Agreement or the Mortgage, contract rights, goods, equipment, instruments, documents, chattel paper, machinery, furniture, furnishings, fixtures, tools, supplies, appliances, plans and drawings, together with all customer and supplier lists and records of the business; and all accounting information pertaining to operations in, or about any of Debtor's plants, and all media in which or on which any of the information or knowledge or data is stored or contained, and all computer programs used for the compilation or printout of such information (to the extent Debtor is permitted to grant a security interest under any applicable license agreement), knowledge, records or data; and all property from time to time described in any

95750780

UNOFFICIAL COPY

Property of Cook County Clerk's Office