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RECORDER'S OFFICE

STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

REORDER FROM
ILLINOIS LAW FORMS
DIVISION
CHICAGO, ILL.
60601-1000

- 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. Long schedules of collateral, indentures, etc., may be on separate paper that is convenient for the Secured Party.

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

Debtor(s) (Last Name First) and address(es)
C.P. Clare Corporation
430 Bedford Street
Lexington, MA 02173

Secured Party(ies) and address(es)
Bank of America Illinois
211 S. LaSalle Street
Chicago, IL 60697

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

95167173

DEPT-01 RECORDING
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17032 + KB # -95-16717

COOK COUNTY RECORDER

ASSIGNEE OF SECURED PARTY

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

See Exhibit A attached hereto

(If collateral is crops) 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 real estate legally described on Schedule I attached hereto

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

listed on Schedule I attached hereto

Products of Collateral are also covered.

Additional sheets presented.
Filed with Recorder's Office of COOK County, Illinois.
(as a fixture filing in the real estate records)

C.P. Clare 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).

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**EXHIBIT A
TO UCC FINANCING STATEMENT
SHOWING C.P. CLARE CORPORATION AS DEBTOR
AND BANK OF AMERICA ILLINOIS AS SECURED PARTY**

This financing statement covers all of the following property and interests in property, whether now owned or hereafter acquired by Debtor and wheresoever located:

(A) The land located in Cook County, Illinois, legally described in attached Schedule 1 ("Land");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land; and, to the extent not owned by tenants of the Land, all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Land, buildings, structures, improvements or fixtures now or hereafter located or to be located on the Land, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing ("Improvements");

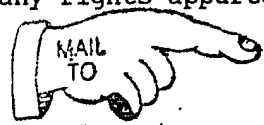
(C) All building materials and goods which are procured or to be procured for use on or in connection with the Improvements or the construction of additional Improvements, whether or not such materials and goods have been delivered to the Land ("Materials");

(D) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses of the Land or the Improvements, contracts for services to be rendered to Debtor or otherwise in connection with the Improvements and all other property, contracts, reports, proposals and other materials now or hereafter existing in any way relating to the Land or the Improvements or the construction of additional Improvements;

(E) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("Appurtenances");

(F) (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

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135 S. LaSalle Suite 2051
Chicago, IL 60603 2031.082

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(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Land, Improvements, Appurtenances or Materials or any part thereof, (b) damage to all or any portion of the Land, Improvements, Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances, Materials or of other property, or (c) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances, Materials or any part thereof;

(iii) All contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Land, Improvements, Appurtenances or Materials; and

(iv) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or Materials;

(G) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances;

(H) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements, Appurtenances or Materials, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Debtor which contain evidence of payments made under the leases and all security given therefor;

(I) Any and all after-acquired right, title or interest of Debtor in and to any of the property described in the preceding paragraphs;

(J) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding paragraphs.

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SCHEDULE I

Record Owner: C.P. Clare Corporation

Legal Description:

THAT PART OF LOT 1 (EXCEPT THE NORTH 40 FEET THEREOF) OF THE SUBDIVISION OF THE WEST 1/2 (IN AREA) OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE NORTH 7.42 CHAINS OF THE WEST 12.55 CHAINS OF THAT PART OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF PRATT AVENUE AS PER QUIT CLAIM DEED RECORDED AS DOCUMENT 12790523 (EXCEPT THAT PART OF LOT 1 LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT, 234.30 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT TO A POINT ON THE SOUTH LINE OF SAID LOT, 266.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT, IN COOK COUNTY, ILLINOIS.

Commonly known address: 101 W. Pratt Ave., Chicago, IL 60645

PIN: 10-36-300-012-0000