

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

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

Debtor(s) (Last Name) and address(es)

Alabama Hotel Industries Corporation
3245 Paynter Avenue
Birmingham, Alabama 35208

Secured Party (s) and address(es)

The First National Bank of Boston,
together with its successor agent
an Agent
100 Federal Street
Boston, MA 02110

DEPT OF RECORDING

\$35.50

T#0009 TRAN 5340 09/20/96 09:53:00
#1322 B. #96-721504
COUNTY RECORDER

1. This financing statement covers the following type(s) or item(s) of property:
All accounts, inventory, equipment, deposit accounts, investment property, documents, instruments, general intangibles and other tangible and intangible property of Debtor, now owned or hereafter acquired, and products and proceeds thereof, all in more particularity set forth on Exhibit A attached hereto and made a part hereof. Certain of said collateral may be or become fixtures on the real property described on Exhibit B attached hereto and made a part hereof, and this financing statement is to be indexed in the real estate records. The record owner of the real estate is indicated on said Exhibit B.

ASSIGNEE OF SECURED PARTY

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on [The above timber is standing on . . .] [The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on . . .] (Strike what is inapplicable) (Describe Real Estate)

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

4. Products of Collateral are also covered.

Additional sheets presented

Filed with Recorder's Office of Cass County, Illinois.

Alabama Hotel Industries Corporation

By: [Signature]
[Name], Secretary of (Debtor)

By: [Signature]
John C. Terry, Jr. (Secured Party)

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*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC §9-402(2)

This form of financing statement is approved by the Secretary of State.

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Financing Statement (fixture)

Exhibit A

Debtor: Alabama Metal Industries Corporation
TIN: 63-0003325
Secured Party: The First National Bank of Boston, as Agent

All of the Debtor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (referred to collectively as the "Collateral"):

(a) (i) all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code (the "UCC") as accounts, chattel paper, general intangibles or otherwise) including, but not limited to, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, any rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form from any Person, (ii) all guaranties, security and Liens securing payment thereof, (iii) all goods, whether now owned or hereafter acquired, and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability, and (iv) all proceeds of any of the foregoing (the foregoing, collectively, "Receivables").

(b) (i) all inventory, (ii) all goods intended for sale or lease or for display or demonstration, (iii) all work in process, (iv) all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of goods or services or otherwise used or consumed in the conduct of business, and (v) all documents evidencing and general intangibles relating to any of the foregoing (the foregoing, collectively, "Inventory").

(c) (i) all machinery, apparatus, equipment, motor vehicles, tractors, trailers, rolling stock, fittings, fixtures and other tangible personal property (other than Inventory) of every kind and description, (ii) all tangible personal property (other than Inventory) and fixtures used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and (iii) all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements thereof, excluding any of the foregoing subject to liens permitted under the Loan Agreement (as defined below) the contract creating which prohibits the creation of additional liens thereon (the foregoing, collectively, "Equipment").

(d) all general intangibles, choses in action and causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, proprietary rights (including all of the Debtor's now owned and hereafter arising or acquired: Patents, Copyrights, Trademarks, and all other rights under any of the foregoing, the "Proprietary Rights"), corporate or other business records, inventions, designs, blueprints, plans, specifications, trade secrets, goodwill, computer software, customer lists, registrations, licenses, franchises, tax refund claims, reversions or any rights thereto and any other amounts payable from any benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, the beneficiary's interest in proceeds of insurance covering the lives of key employees and any letter of credit, guarantee, claims, security interest or other security for the payment by an account debtor of any of the Receivables, (the foregoing, collectively, "General Intangibles").

(e) any demand, time, savings, passbook, money market or like depository account, and all certificates of deposit, maintained with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a certificate of deposit that is an instrument under the UCC (the foregoing, collectively, "Deposit Accounts").

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(f) all certificated and uncertificated securities (but excluding shares of any non-United States subsidiary of the Debtor (other than AMICO International, Inc.) in excess of 65% of the issued and outstanding shares of any class of capital stock of such subsidiary), all security entitlements, all securities accounts, all commodity contracts and all commodity accounts (the foregoing, collectively, "Investment Property").

(g) (i) any investment account maintained by or on behalf of the Debtor with the Secured Party or any Lender (as defined in the Loan Agreement) or any affiliate of the Secured Party or any Lender, (ii) any agreement governing such account, (iii) all cash, money, notes, securities, instruments, goods, accounts, documents, chattel paper, general intangibles and other property now or hereafter held by the Secured Party or any Lender or any affiliate of the Secured Party or any Lender on behalf of the Debtor in connection with such investment account or deposited by the Debtor or on the Debtor's behalf to such investment account or otherwise credited thereto for the Debtor's benefit, or distributable to the Debtor from such investment account, together with all contracts for the sale or purchase of the foregoing, (iv) all of the Debtor's right, title and interest with respect to the deposit, investment, allocation, disposition, distribution or withdrawal of the foregoing, (v) all of the Debtor's right, title and interest with respect to the making of amendments, modifications or additions of or to the terms and conditions under which the investment account or investments maintained therein is to be maintained by the Debtor, any Lender or any affiliate of the Secured Party or any Lender on the Debtor's behalf, and (vi) all of the Debtor's books, records and receipts pertaining to or confirming any of the foregoing (the foregoing, collectively, "Investment Accounts").

(h) all cash or other property deposited with the Secured Party or any Lender or any affiliate of the Secured Party or any Lender or which the Secured Party, for its benefit and for the benefit of the Lenders, or any Lender or such affiliate is entitled to retain or otherwise possess as collateral security pursuant to the provisions of that certain Loan and Security Agreement to which the Debtor is a party (as amended, the "Loan Agreement") or any of the Loan Documents (as defined in the Loan Agreement) or any of the Loan Documents or any agreement relating to any letter of credit, including, without limitation, amounts on deposit in the cash collateral account,

(i) all goods and other property, whether or not delivered, (i) the sale or lease of which gives or purports to give rise to any Receivable, including, but not limited to, all merchandise returned or rejected by or repossessed from customers, or (ii) securing any Receivable, including, without limitation, all rights as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such goods and other property,

(j) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements and other agreements and property which secure or relate to any Receivable or other Collateral or are acquired for the purpose of securing and enforcing any item thereof,

(k) all documents of title, including bills of lading and warehouse receipts, policies and certificates of insurance, securities, chattel paper and other documents and instruments,

(l) all files, correspondence, computer programs, tapes, disks and related data processing software which contain information identifying or pertaining to any of the Collateral or any account debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof,

(m) any and all products and cash and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form, including, but not limited to, cash, negotiable

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instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

For the purposes of this financing statement, capitalized terms used herein, not otherwise herein defined, shall have the meaning ascribed to them in the Loan Agreement, which include the following:

"Copyrights" means and includes, in each case whether now existing or hereafter arising, all right, title and interest in and to

- (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications;
- (b) all renewals of any of the foregoing;
- (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;
- (d) the right to sue for past, present and future infringements of any of the foregoing; and
- (e) all rights corresponding to any of the foregoing throughout the world, to the extent the Debtor or any subsidiary is the owner or licensee of such right.

"Patents" means and includes, in each case whether now existing or hereafter arising, all of the Debtor's right, title and interest in and to

- (i) any and all patents and patent applications,
- (ii) inventions and improvements described and claimed therein,
- (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof,
- (iv) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof,
- (v) rights to sue for past, present and future infringements thereof, and
- (vi) all rights corresponding to any of the foregoing throughout the world, to the extent the Debtor or any subsidiary is the owner or licensee of such rights.

"Trademarks" means and includes in each case whether now existing or hereafter arising, all of the Debtor's right, title and interest in and to

- (a) trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) licenses of the foregoing,

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(c) licenses to use trademarks, service marks, trade names and trade styles where the Debtor is the licensee,

(d) renewals thereof,

(e) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(f) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(g) all rights corresponding to any of the foregoing throughout the world, to the extent the Debtor is the owner or licensee of such rights.

CERTAIN OF THE ABOVE-DESCRIBED COLLATERAL MAY BE OR BECOME FIXTURES TO THE REAL PROPERTY DESCRIBED ON EXHIBIT B ATTACHED HERETO AND HEREBY MADE A PART HEREOF, AND THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE RECORDS. THE NAME OF THE RECORD OWNER OF THE REAL ESTATE IS INDICATED ON SAID EXHIBIT B.

Proceeds of the above described property include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, investment property, deposit accounts, documents, inventory, equipment, fixtures, farm products and consumer goods.

Debtor has agreed not to create or permit to exist any security interests in any of its property without the consent of the Secured Party.

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Financing Statement (fixture)

Exhibit B

Debtor: Alabama Metal Industries Corporation
TIN: 63-0003325
Secured Party: The First National Bank of Boston, as Agent

RECORD OWNER: Yusuf Westchester Partnership

Westchester Square Office Park
9505 Roosevelt Road, Westchester, IL 60154

PARCEL 1: LOT 30 (EXCEPT THE EAST 10 FEET THEREOF) AND LOTS 31, 47, 48, 49, 50 AND 51 AND THE SOUTHERLY HALF OF THE VACATED PUBLIC ALLEY ADJOINING LOTS 49, 50, AND 51 ON THE NORTH IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 116 AND 117 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE OF LOT 116, WHICH POINT IS 60 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 116, TO A POINT ON THE WESTERLY LINE OF LOT 117, WHICH IS 60 FEET SOUTHWESTERLY ON THE NORTHWESTERLY CORNER OF SAID LOT 117; THAT PART OF LOT 118 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 119 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 120 LYING NORTHEASTERLY OF A LINE DRAWN FROM A POINT OF THE EASTERLY LINE, 35 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT OF THE WESTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT, THAT PART OF LOT 121 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT OF THE EASTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER, TO A POINT ON THE NORTHERLY LINE OF SAID LOT, 16 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER, ALL IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) IN COOK COUNTY, ILLINOIS.

ALSO

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LOTS 112 THROUGH 121 (EXCEPT THAT PART OF LOTS 116 AND 117 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE OF LOT 116, WHICH POINT IS 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 116, TO A POINT ON THE WESTERLY LINE OF LOT 117, WHICH POINT IS 80 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 117; THAT PART OF LOT 118 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 80 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT OF THE WESTERLY LINE, 65 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT, THAT PART OF LOT 119 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE 65 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 120 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 55 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT ON THE WESTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT; THAT PART OF LOT 121 LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY FROM A POINT ON THE EASTERLY LINE, 25 FEET SOUTHWESTERLY OF THE NORTHEASTERLY CORNER, TO A POINT ON THE NORTHERLY LINE OF SAID LOT, 16 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER) ALL IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2: LOT 121 TO 133 AND LOT 134 (EXCEPT THE FEET THEREOF) IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 3: LOTS 42 THROUGH 46 AND 122 THROUGH 127 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY AND LANDS OF THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 4: LOTS 22 TO 29, BOTH INCLUSIVE, AND THE EAST 10 FEET OF LOT 30 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO, MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD), THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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