

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)

BETA OF MARKHAM, INC,
d/b/a Burger King #5122
2606 Bglmoral Woods Drive
Grote, Illinois 60417

Secured Party(ies) and address(es)

FRANCHISE MORTGAGE ACCEPTANCE
COMPANY LLC
Five Greenwich Office Park
Greenwich, CT 06831

DEPT-01 RECORDING

\$27.50

T#0008 TRAN 5717 07/26/96 12:31:00

#3103 & BJ # - 96 - 735217

COOK COUNTY RECORDER

ASSIGNEE OF SECURED PARTY

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

See Rider A attached hereto and made a part hereof.

96735217

10781-F
0454812
COOK, IL

To be Recorded in Real Estate

626-299

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 real estate described in Rider A~~ (Strike what is inapplicable) (Describe Real Estate)
the real estate described in Rider A
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
See Rider A

4. Products of Collateral are also covered.

Additional sheets presented

BETA OF MARKHAM, INC

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

By:

Signature of (Debtor)

By:

(Secured Party)

FILING OFFICER COPY - ALPHABETICAL Rev. 3/75

*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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PROPERTY

Property of Cook County Clerk's Office

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RIDER A TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR

Beta Foods, Inc.
d/b/a Burger King Store No. 5122
2606 Balmoral Woods Drive
Crete, Illinois 60417

Tax Identification Number: 36-3516547

SECURED PARTY

Franchise Mortgage Acceptance Company LLC
Five Greenwich Office Park
Greenwich, Connecticut 06831
Attn: Charan J. Chanana

COLLATERAL

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Burger King Corporation (the "Franchise Agreement") and license thereunder relating to the restaurant referred to below), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owning and/or operating Burger King restaurant number 5122 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Pledge and Security Agreement entered into by and between Debtor and Secured Party (the "Security Agreement") (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in the Security Agreement, any of the Collateral.

2750
K

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Property of Cook County Clerk's Office

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PROPERTY

Location: 15901 Kedzie Avenue
Markham, Illinois 60426


Record

Owner: ~~BANK OF AMERICA~~ Colonial Bank and Trust Company of Chicago,
as Trustee U.T.A. dated June 11, 1986, known as Trust #999


Legal

Description: See attached

BETA FOODS, INC.

By: 
Name: Antonio De Santis
Title: PRESIDENT

FRANCHISE MORTGAGE ACCEPTANCE
COMPANY LLC

By: 
Name: Charan J. Chanana
Title: Vice President

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15901 Kedzie Avenue
Markham, Illinois

LEGAL DESCRIPTION

PARCEL ONE (LEASED PREMISES)

THAT PART OF OUTLOT "A" IN CANTERBURY GARDENS UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A LINE 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 24, SAID POINT OF COMMENCING ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF 159TH STREET AND THE EAST LINE OF KEDZIE AVENUE, AND ALSO THE NORTHWEST CORNER OF SAID OUTLOT "A"; THENCE SOUTH 0°-12'-33" WEST ALONG THE EAST LINE OF KEDZIE AVENUE, SAID LINE ALSO BEING THE WEST LINE OF SAID OUTLOT "A" A DISTANCE OF 12.00 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF OUTLOT "A", ALSO BEING THE SOUTH LINE OF 159TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 90° EAST ALONG A LINE BEING 12.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID OUTLOT "A", ALSO BEING THE SOUTH LINE OF 159TH STREET A DISTANCE OF 244.00 FEET; THENCE SOUTH 0°-12'-33" WEST A DISTANCE OF 123.50 FEET; THENCE NORTH 90° WEST A DISTANCE OF 244.00 FEET TO THE WEST LINE OF SAID OUTLOT "A", ALSO BEING THE EAST LINE OF KEDZIE AVENUE; THENCE NORTH 0°-12'-33" EAST ALONG THE WEST LINE OF SAID OUTLOT "A", ALSO BEING THE EAST LINE OF KEDZIE AVENUE A DISTANCE OF 123.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL TWO (SHOPPING CENTER EASEMENTS)

THE ABOVE-DESCRIBED LEASED PREMISES IS A PART OF THE CANTERBURY SHOPPING CENTER (THE "SHOPPING CENTER") WHICH IS MORE PARTICULARLY DESCRIBED ON PAGE 2 OF THIS EXHIBIT "A." THE LEASE GRANTS THE FOLLOWING NON-EXCLUSIVE EASEMENTS WHICH ARE APPURTENANT TO THE LEASED PREMISES, WHICH AFFECT THE SHOPPING CENTER AND WHICH ARE COTERMINOUS WITH THE LEASE AND ANY EXTENSIONS THEREOF:

- (a) THE RIGHT AND EASEMENT TO TIE INTO AND USE EXISTING UTILITIES.
- (b) AN EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE LEASED PREMISES TO THE SHOPPING CENTER, OVER, UPON AND ACROSS THE PARKING AREAS, DRIVEWAYS, EXITS AND ENTRANCES OF THE SHOPPING CENTER AS THEY MAY EXIST FROM TIME TO TIME.
- (c) AN EASEMENT FOR VEHICULAR PARKING OVER THE PARKING AREAS OF THE SHOPPING CENTER AS THEY MAY EXIST FROM TIME TO TIME.

LEGAL DESCRIPTION OF CANTERBURY SHOPPING CENTER

OUT-LOT "A" IN CANTERBURY GARDENS UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1955 AS DOCUMENT 16271151, IN COOK COUNTY, ILLINOIS.

PIN: 28 24 101 031 0000
28 24 101 038 0000

Subject to any and all reservations, restrictions, easements, rights-of-way, limitations and conditions of record.

AAE:af
180.45122
5/7/87

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