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Property of Cook County Clerk's Office

STATE OF ILLINOIS

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-2

REORDER FROM
Registre, Inc.
214 PINEACE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 4 copies on interleaved carbon paper to the filing office. 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 office, 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.

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

Debtor(s) (Last Name First) and address(es)
3500 North Kostner Limited
Partnership
c/o Ampere Automotive
Corporation
3500 North Kostner Avenue
Chicago, Illinois 60641

Secured Party(ies) and address(es)
Harris Trust and Savings Bank
111 West Monroe Street
P.O. Box 755
Chicago, Illinois 60690

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

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

See Exhibit A attached hereto and made a part hereof.

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 life (including oil and gas),
or accounts will be financed at the wellhead or minehead of the well or mine located on . . .] (Strike what is inapplicable) (Describe Real Estate)

See Schedule I attached hereto and made a part hereof.

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

American National Bank and Trust Company of Chicago, not personally but as Trustee
under Trust Agreement dated July 6, 1988 and known as Trust No. 105900-08.

4. Products of Collateral are also covered.

ASSIGNEE OF SECURED PARTY

BOX 170

Additional sheets presented.

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

3500 North Kostner Limited Partnership

By: [Signature]
Signature of (Debtor)

(Secured Party)*

FILING OFFICER COPY -- ALPHABETICAL

*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.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-2 — REV. 4-73

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EXHIBIT A

Debtor: 3500 NORTH KOSTNER LIMITED PARTNERSHIP

Secured Party: HARRIS TRUST AND SAVINGS BANK

This financing statement covers any and all right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to the following:

(a) *Receivables*. All Receivables, whether now owned or existing or hereafter created, acquired or arising, and however evidenced or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "*Receivables*" means and includes all accounts, accounts receivable, contract rights, instruments, notes, drafts, acceptances, documents, chattel paper, and all other forms of obligations owing to the Debtor, any right of the Debtor to payment for goods sold or leased or for services rendered, whether or not earned by performance, and all of the Debtor's rights to any merchandise and other goods (including, without limitation, any returned or repossessed goods and the right of stoppage in transit) which is represented by, arises from or is related to any of the foregoing);

(b) *General Intangibles*. All General Intangibles, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*General Intangibles*" means and includes all general intangibles, patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles, all customer, client and supplier lists (in whatever form maintained), all rights in leases and other agreements relating to real or personal property, all causes of action and tax refunds of every kind and nature, all privileges, franchises, immunities, licenses, permits and similar intangibles, all rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit of employees of the Debtor, and all other personal property (including things in action) not otherwise covered by this financing statement);

(c) *Inventory*. All Inventory, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights, and all documents of title at any time evidencing or representing any part thereof (the term "*Inventory*" means and includes all inventory and any other goods which are held for sale or lease or are to be furnished under contracts of service or consumed in the Debtor's business, all goods which are raw materials, work-in-process or finished goods, all goods which are returned or repossessed goods, and all materials and supplies of every kind and nature used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of the foregoing, and any constituents or

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ingredients thereof), including, without limitation, Inventory consisting of electrical automotive parts, such as (but not limited to) starters, alternators, generators, drives, solenoids and voltage regulators;

(d) *Equipment.* All Equipment, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*Equipment*" means and includes all equipment and any other machinery, tools, fixtures, trade fixtures, furniture, furnishings, office equipment, vehicles (including vehicles subject to a certificate of title law), and all other goods now or hereafter used or usable in connection with the Debtor's business, together with all parts, accessories and attachments relating to any of the foregoing);

(e) *Investment Property.* All Investment Property, whether now owned or existing or hereafter created, acquired or arising, or in which the Debtor now has or hereafter acquires any rights (the term "*Investment Property*" means and includes all investment property and any other securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts and commodity accounts, including all substitutions and additions thereto, all dividends, distributions and sums distributable or payable from, upon, or in respect of such property, and all rights and privileges incident to such property);

(f) *Deposits and Property in Possession.* All deposit accounts (whether general, special or otherwise) of the Debtor maintained with the Secured Party and all sums now or hereafter on deposit therein or payable thereon, and all other personal property and interests in personal property of the Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, the Secured Party, or any agent or affiliate of the Secured Party, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property, in each case whether now owned or existing or hereafter created, acquired or arising;

(g) *Records.* All supporting evidence and documents relating to any of the above-described property, whether now owned or existing or hereafter created, acquired or arising, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained;

(h) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now owned or existing or hereafter created, acquired or arising; and

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(i) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now owned or existing or hereafter created, acquired or arising.

Property of Cook County Clerk's Office

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SCHEDULE I

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN BUILDERS SQUARE SUBDIVISION, A RESUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ACCESS EASEMENT CREATED BY DECLARATION OF ACCESS AND UTILITY EASEMENTS DATED JULY 2, 1996 AND RECORDED JULY 17, 1996 AS DOCUMENT 96543626 MADE BY INTERNATIONAL PAPER COMPANY, A NEW YORK CORPORATION

Property Address: 3501 West Addison
Chicago, Illinois

P.I.N.: 13-23-401-001-0000
13-23-401-006-0000
13-23-401-007-0000
13-23-401-008-0000
13-23-401-015-0000

BOX 170