

UNOFFICIAL COPY

Beverly Trust Company, as
Trustee under Trust No. 74-2564
10312 S. Cicero
Oak Lawn, IL 60453

Secured Party (ies) and Address(es)
Village of Matteson
3625 W. 215th Street
Matteson, IL 60443

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

97837005

OFFICIAL RECORD 1995 11 07 11:10:32
Cook County Recorder

1. This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto.
To be filed in fixture records.

See Exhibit A-1 attached hereto.

ASSIGNEE OF SECURED PARTY

Property of Cook County Clerk's Office

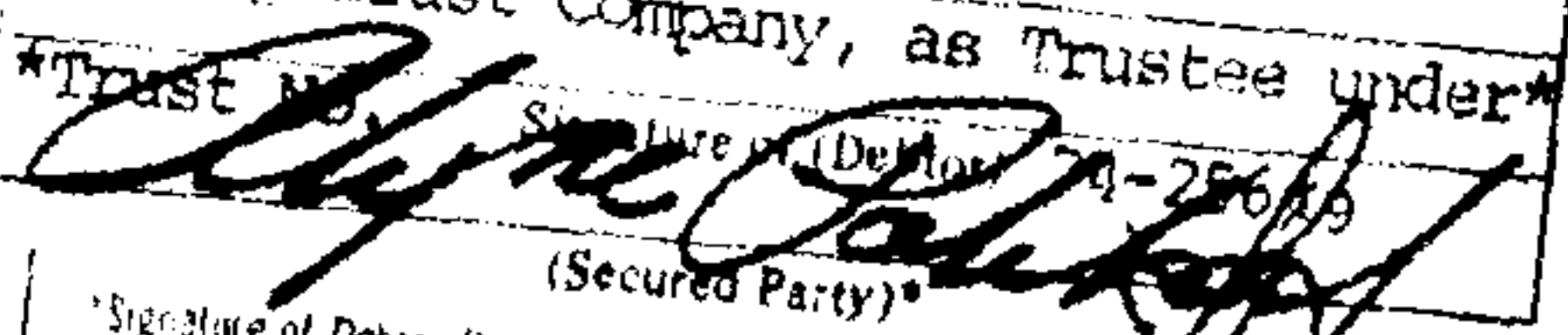
2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)
3. (If applicable) The above goods are to become fixtures on [The above timber is standing on...] (Strike what is inapplicable) (Describe Real Estate)
gas) accounts will be financed at the 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

Products of Collateral are also covered.

3 Additional sheets presented

Filed with Recorder's Office of Cook County, Illinois

Beverly Trust Company, as Trustee under
Trust No. 74-2564

By: 
(Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402

ING OFFICER COPY-ALPHABETICAL

UNIFORM COMMERCIAL CODE - FORM UCC-2

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

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Property of Cook County Clerk's Office

This document is made by Beverly... and accepted upon... enters into... Reason... Beverly... certain... held... of this document...

...and no... Company... that no... against... or ex... such like... may be... covenants

EXHIBIT A

DEBTOR: DAVID L. MILLER
SECURED PARTY: VILLAGE OF MATTESON

The Collateral consists of all right, title and interest of the Debtor in and to the following property now or hereafter owned or arising or acquired and located on the premises more particularly described in the attached Exhibit A-1:

(a) all and singular the tenements, hereditaments, privileges, easements, rights of way, strips and gores of land, licenses and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, revenues, income, receipts, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and every part and parcel thereof.

(b) all right, title and interest of the Debtor, if any, in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Debtor; in and to the land lying in the bed of any street, road, alley or avenue, opened or proposed, in front of or adjoining the Premises (See Exhibit A-1 Attached Hereto) to the center line thereof or used to provide a means of access to the Premises; in and to adjacent sidewalks, alleys, streets and vaults and all underground and overhead passageways; and any and all rights and interests of every name and nature now or hereafter owned by the Debtor forming a part of and/or used in connection with the Premises and/or the operation and convenience of the buildings and improvements located thereon; and in and to the air space and the rights of use thereof above the Premises; and in and to water and mineral rights.

(c) all machinery, apparatus, equipment, fittings, fixtures, building materials, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises (hereinafter called "**Equipment**") and now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus and electronic monitoring equipment, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, all window and structural cleaning rigs, and all renewals, replacements or articles in substitution therefor of any of the Equipment and all of the right, title and interest of the Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Collateral. It is understood and agreed that all Equipment is appropriated to the use of the Premises and, whether affixed or annexed or not, for the purpose of this Mortgage shall be deemed conclusively to be conveyed hereby. The Debtor agrees

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to execute and deliver from time to time, such further instruments as may be requested by the Secured Party to confirm the lien of the Collateral on any Equipment.

(d) any and all awards or payments, judgments, settlements and other compensation hereafter made including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of condemnation or eminent domain, or (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Premises or to any part thereof or any building or other improvement now or hereafter located thereon or easement or other appurtenance thereto to the extent of all amounts which may be secured by the Collateral at the date of receipt by the Secured Party of any such award or payment and of the counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment.

(e) all leasehold estates, right, title and interest of Debtor in any and all leases, subleases, construction contracts, management agreements, arrangements, concessions, or agreements, written or oral, relating to the use and occupancy of the Premises and improvements or any portion thereof located thereon, now or hereafter existing or entered into including without limitation all security deposits and all deposits and escrows for real estate taxes.

(f) all goodwill, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor, if any, relating to the Premises, the improvements thereon or the Equipment and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Debtor related to the Premises or the improvements thereon or the Equipment, and all accounts and monies held in possession of Secured Party for the benefit of Debtor (all of the foregoing is herein referred to collectively as the "Intangibles").

(g) all rents, issues and profits, royalties, avails, income and all other benefits derived or owned by Debtor directly or indirectly from the Premises or improvements thereof for so long and during all such times as Debtor may be entitled thereto (which are pledged primarily and on a parity with the Premises and not secondarily).

(h) all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereinafter acquire in the Premises.

EXHIBIT A-1**LEGAL DESCRIPTION OF PREMISES**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING SOUTHERLY OF LINCOLN HIGHWAY (U.S. ROUTE 30) AND LYING WESTERLY OF INTERSTATE HIGHWAY 57 (F.A.J. ROUTE 57) AND LYING NORTH OF THE MICHIGAN CENTRAL (FORMERLY NEW YORK CENTRAL) RAILROAD (OLD PLANK TRAIL) AND LYING EAST OF CENTRAL AVENUE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SAID MICHIGAN CENTRAL RAILROAD (OLD PLANK TRAIL) AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH $00^{\circ}00'00''$ WEST 2223.85 FEET ALONG LAST SAID WEST LINE; THENCE NORTH $89^{\circ}53'34''$ EAST 50.00 FEET TO THE EAST LINE OF CENTRAL AVENUE AS DEDICATED; THENCE NORTH $00^{\circ}00'00''$ WEST 240.00 FEET ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF LINCOLN HIGHWAY (U.S. ROUTE 30); THENCE NORTH $89^{\circ}53'34''$ EAST 493.77 FEET ALONG LAST SAID SOUTH LINE TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT CONVEX TO THE NORTHWEST HAVING A RADIUS OF 270.00 FEET AN ARC DISTANCE OF 293.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE TO THE RIGHT CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 190.00 FEET AN ARC DISTANCE OF 217.75 FEET; THENCE SOUTH $00^{\circ}06'26''$ EAST 80.00 FEET; THENCE NORTH $89^{\circ}53'34''$ EAST 429.25 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST 303.94 FEET; THENCE NORTH $89^{\circ}53'34''$ EAST 580.00 FEET; THENCE SOUTH $00^{\circ}00'00''$ WEST 630.00 FEET; THENCE SOUTH $89^{\circ}53'34''$ WEST 550.00 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST 275.00 FEET; THENCE SOUTH $59^{\circ}06'54''$ EAST 116.52 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST 490.00 FEET; THENCE NORTH $89^{\circ}53'34''$ EAST 501.87 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT CONVEX TO THE NORTHEAST HAVING A RADIUS OF 340.00 FEET AN ARC DISTANCE OF 341.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE TO THE LEFT CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 260.00 FEET AN ARC DISTANCE OF 260.68 FEET; THENCE SOUTH $00^{\circ}00'02''$ EAST 80.00 FEET TO THE NORTH LINE OF THE MICHIGAN CENTRAL (FORMERLY NEW YORK CENTRAL) RAILROAD (OLD PLANK TRAIL); THENCE SOUTH $89^{\circ}59'58''$ WEST 1708.23 FEET ALONG LAST SAID NORTH LINE TO THE POINT OF BEGINNING.