For Pling Clien: The STATESTATE to presented to a they officer for thing personal to the Uniform Commercial Code. Ocle, Time, Humber, and Piller Officel Secured Party Up 10 10 10 10 10 Debterfet (Last Home First) and address(as) Mirray's Brake Shop, a d/b/a of The Chese Manhattan Bank Ministr's Discount Auto Stres, Inc. Agent 8080 Haggerty Road One Chase Manhattan Plaza Relleville, MI 48111 \$29.50 New York, NY 10081 DEPT-DE RECORDING PEIN: 18-1254563 TRAN 3576 02/11/97 12:53:00 2. This timescing statement covers the following types (or items) of property: 27099136 See Edminit A attached hereto and by this reference finance and the collaboral. The Collateral is located on the real property described on R DEPT-DI RECORDING Exhibit Battached hereto. TRAH 3576 02/11/97 12:54100 T#0003 #4973 # XP 272 27 9 136 This is a fixture filling to be intered in the real property records. ADG 2. Products of Colleteral are also researed. Additional shoots presented. .Pled with Office of Secretary of State of State. Segmetters of (Datetor) Deblor is a transmitting utility as deflect in UCC §9-105. Secred Part ture of Debter Required in Mind Count Sumstance of Secured Posts on Course Covered by VCC \$5 -0 3 FILING OFFICER-ALPHABETICAL This form of financing statement is approved by the Socretary of State. STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1.75

371)99138

EXHIBIT A TO UCC-1 FINANCING STATEMENT

97099136

Description of Collateral

Debtor:
Murray's Brake Shop,
a d/b/a of Murray's
Discount Auto Stores, Inc.
8080 Haggerry Road
Belleville, Mt 48111

Secured Party:
The Chase Manhattan Bank, N.A.,
as Agent
One Chase Manhattan Plaza
New York, NY 10081

"Collateral" as used herein shall mean all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever the same shall be located:

- 1. all equipment in all of its forms, all parts thereof and all accessions thereto (any and all such equipment, 02 its and accessions being the "Equipment");
- all inventory in all of its forms (including, but not limited to, (i) all goods held by Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in Debtor's business, (iii) all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (iv) all goods which are returned to or repossessed by Debtor) and all accessions thereto and products thereof (all such inventory, accessions and products being the "Inventory") and all negotiable and non-negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading) issued by any person or entity covering any Inventory (any such negotiable or non-negotiable document of title being a "Document of Title");
- all accounts, contract rights, chattel paper, documents, instrument, general intangibles and other rights and obligations of any kind and all rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles and other obligations being the "Accounts", and any and all such security agreements, leases and other contracts being the "Related Contracts");
- 4. without limitation of the other paragraphs herein, all franchise agreements to which Debtor is or may become a party, as each such agreement may be amended,

NY1-382036.V1 Company Security Agreement Return to:

LEXIS DOCUMENT SERVICES

135 S. LaSalle, Suite 2260

Chicago, Illinois 60603



Property of Coof County Clerk's Office

restated, supplemented or otherwise modified from time to time (said agreements, as so amended, restated, supplemented or otherwise modified, being referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements"), including without limitation (i) all rights of Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of Debtor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of Debtor to terminate, amend, restate, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

- all deposit accounts maintained by Debtor with Secured Party;
- 6. 812 trademarks, tradenames, tradesecrets, business names, patents applications, licenses, copyrights, registrations and franchise rights, and all goodwill associated with any of the foregoing;
- 7. to the extent not included in any other paragraph herein, all other general intangibles (including withou limitation tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Collateral);
- 8. all plant fixtures, busine's fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof:
- 9. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and
- all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all plyments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. The term "proceeds" used herein includes whatever is receivable or received when Collateral or proceeds are soid, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Property of Coof County Clerk's Office

97099136

UNOFFICIAL COPY

EXHIBIT B

(486)

LEGAL DESCRIPTION

PARCEL 1:

Lot 2 in block "A" in Robert's Homestead addition to Jefferson; also lots 23 to 29, both inclusive, in Stever's subdivision of Jefferson Park, all in the northwest 1/4 of section 16, township 40 north, range 13 east of the third principal meridian (except from said premises that portion thereof described as follows:

Commencing at a point on the westerly line of said lot 2, in Block "A" aforesaid 46 feet southeasterly of the northwesterly corner thereof: thence northeasterly along a line parallel with the northwesterly line of said Lot 2 50 feet; thence southeasterly on a straight line to a point of intersection of the north line of said lot 23 aforesaid with a line which is 50 feet west of and parallel with the east line thereof: thence south along said parallel line to a point in the south line of said lot 21; thence west along the south line of said lot 23, being the north line of West Leland Avenue to the southwest corner of said lot; thence north along the west line of said lot 23 to the northwest corner thereof being also the southwesterly coluer of said lot 2; thence northwesterly along the southwesterly line of said lot 2 to the place of beginning), in Cook County, Illinois.

Parcel 2:

All of the northwesterly and southeasterly 16 foot vacated public alley lying northeasterly of and adjoining the northeasterly line of lot 24 lying southwesterly of and adjoining the southwesterly line of lots 25 to 29, both inclusive, and lying northwesterly of and adjoining the south line of said lot 24 east to the southwest corner of said lot 29, all in Stever's subdivision of Jefferson Park, in the northwest 1/4 of section 16, township 40 north, range 13 east of the third principal meridian, and lying southwesterly of and adjoining the southeasterly line of lot 2 in block "A" in Robert's Expressed addition to Jefferson, being a resubdivision of lots 8, 9, 10, and 11 and part of lot 22 in the block 57, part of lot 23 in block 52, part of block 54 and all of block 50 in the village of Jefferson of the northwest 1/4 of section 16, township 40 north range 13 east of the third principal meridian, in Cook County, Illinois.

Permanent Real Estate Index Numbers: 13-16-109-46 and 13-16-109-05.

Sterling Bay L.L.C. is the record owner of a fee interest in the above-described property.

Murray's Discount Auto Stores, Inc. is the owner of a leasehold interest in the above-described property pursuant to Lease dated June 1, 1996.

The local address of the above-described property is 4700 N. Milwaukee Avenue, Chicago, IL 60630.

NY1-475584.V1

Property of Cook County Clerk's Office