

Cook Co. IL

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee.
4. 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 each additional sheet need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party.
5. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

Fee Filing Officer (Date, Time, Number, and)

97149106

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

Secured Party(ies) and address(es)

Automatic Spring Coiling Co.
4045 West Thorndale Avenue
Chicago, IL 60646

Heller Financial, Inc.
500 West Monroe Street
Chicago, IL 60661

PROPERTY OF COOK COUNTY CLERK'S OFFICE
RECORDED
INDEXED
MAR 24 1996
COOK COUNTY RECORDER

This Statement refers to original Financing Statement No. 96-001331

Date filed: 1/2, 19 96 Filed with Cook County Recorder

- A. CONTINUATION.....The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE...From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT.....The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION.....The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT.....The financing statement bearing the above file number is amended.
 - To show the Secured Party's new address as indicated below.
 - To show the Debtor's new address as indicated below.
 - As set forth below.

Secured Party's name is hereby amended as follows to: Heller Financial, Inc., as Agent

Exhibit A to the original financing statement is hereby amended and replaced in its entirety with the new Exhibit A attached hereto and made a part hereof.

Automatic Spring Coiling Co.
By: [Signature] (Debtor)
(Signature of Debtor, if required)

Heller Financial, Inc., as Agent
f/k/a Heller Financial, Inc. (Secured Party)

Dated: _____, 19 _____

By: [Signature]
(Signature of Secured Party)

This form of Financing Statement is approved by the Secretary of State.

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EXHIBIT A

This financing statement covers all of the following property and interests in property, whether now owned or hereafter acquired or arising by Debtor and wheresoever located:

(A) all accounts now owned or hereafter created or acquired by Debtor including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit); (iv) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges with respect thereto (whether or not yet earned by performance on the part of Debtor); and (v) proceeds of any of the foregoing and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing;

(B) all inventory, now owned or hereafter acquired by Debtor, wherever located including, without limitation, finished goods, raw materials, work in process and other materials and supplies (including packaging and shipping materials) used or consumed in the manufacture or production thereof and goods which are returned to or repossessed by Debtor;

(C) all general intangibles now owned or hereafter acquired by Debtor including, without limitation, all right, title and interest of Debtor in and to (i) all agreements, leases, licenses and contracts to which Debtor is or may become a party; (ii) all obligations or indebtedness owing to Debtor (other than accounts) or other rights to receive payments of money from whatever source arising and all collateral security therefor; (iii) all tax refunds and tax refund claims; (iv) copyrights, copyright licenses, patents, patent licenses, trademarks and trademark licenses; (v) all choses in action and causes of action; and (vi) all trade secrets and other confidential information relating to the business of Debtor including by way of illustration and not limitation: systems and techniques for the analysis, diagnosis and correction of malfunctions of products used by Debtor's customers; the names and addresses of, and credit and other business information concerning, Debtor's past, present or future customers; the prices which Debtor obtains for its services or at which it sells merchandise; estimating and cost procedures; profit margins; policies and procedures pertaining to the sale and design of equipment, components, devices and services furnished by Debtor; information concerning suppliers of Debtor; and information concerning the manner of

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operation, business plans, pledges, projections, and all other information of any kind or character, whether or not reduced to writing, with respect to the conduct by Debtor of its business not generally known by the public.

(D) all documents or other receipts covering, evidencing or representing goods now owned or hereafter acquired by Debtor including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

(E) all instruments, chattel paper or letters of credit, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which Debtor now has or hereafter acquires any rights;

(F) all equipment now owned or hereafter acquired by Debtor including, without limitation, all machinery, motor vehicles, trucks, trailers, vessels, aircraft, rolling stock and all other tangible personal property (other than inventory) and all parts thereof and all additions and accessions thereto and replacements therefor;

(G) all of the following now owned or hereafter acquired by Debtor: plant fixtures; trade fixtures; business fixtures; other fixtures and storage office facilities, wherever located; and all additions and accessions thereto and replacements therefor;

(H) all investment property now owned or hereafter acquired by Debtor including, without limitation, all securities (certificated and uncertificated), securities accounts, securities entitlements, commodity contracts and commodity accounts of Debtor;

(I) all deposit accounts of Debtor maintained with any bank or financial institution;

(J) 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 property described in subparts (A) - (I) above or are otherwise necessary or helpful in the collection thereof or realization thereon; and

(K) proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, all or any of the property described in subparts (A) - (J) above including, without limitation, all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance with respect to any of the property

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described in subparts (A)-(J) above, and any condemnation or requisition payments with respect to any of the property described in subparts (A)-(J) above, in each case whether now existing or hereafter arising.

Except as otherwise defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code.

Property of Cook County Clerk's Office

97149106

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Record Owner: Debtor

Local Address: 4045 W. Thorndale, Chicago, Illinois

PINS: 13-03-405-005; 13-03-405-006; 13-03-405-027; 13-03-405-028

Legal Description:

THE SOUTH 33 FEET OF LOT 2 (EXCEPT THE EAST 449.45 FEET THEREOF) IN PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, BEING OWNERS DIVISION OF PART OF LOTS 1, 2, 3, 4, 9 AND 10 IN COOK'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO;

ALL OF THAT PART OF LOT 3 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID LOT 2 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, EXTENDED WEST TO THE EASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHERLY OF THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED IN PARAGRAPH 3 IN DEED DATED APRIL 24, 1929 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 10,405,656, SAID NORTHERLY LINE BEING A CURVED LINE 148.56 FEET IN LENGTH WITH A RADIUS OF 368.26 FEET DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT 3, 600.42 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT, TO A POINT IN THE WESTERLY LINE OF SAID LOT WHICH IS 611.36 FEET MORE OR LESS SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT, ALSO;

THAT PART OF LOT 4 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT, AFORESAID, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 4, WHICH POINT IS 193 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING ALSO 449.45 FEET WEST OF THE NORTHEAST CORNER OF LOT 5 IN SAID PETERSON INDUSTRIAL AND COMMERCIAL DISTRICT; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 135.68 FEET SOUTHWESTERLY ON A CURVED LINE CONVEXED SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 368.26 FEET A DISTANCE OF 331.34 FEET, SAID LAST DESCRIBED CURVED LINE BEING THE NORTHERLY LINE AND ITS EXTENSION NORTHEASTERLY OF THE RIGHT OF WAY CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEEDS DATED APRIL 24, 1929 AND MARCH 29, 1930 AND RECORDED AS DOCUMENT NUMBERS 10,405,656 AND 10,630,417, RESPECTIVELY; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE, CONVEXED SOUTHERLY AND HAVING A RADIUS OF 705.4 FEET A DISTANCE OF 100.61 FEET (ARC); THENCE WEST ON SAID RIGHT OF WAY BEING A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 111.77 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE CONVEXED NORTHWESTERLY WITH A RADIUS OF 368.26 FEET FOR A DISTANCE OF 139.32 FEET; THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY LINE ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 75.15 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 4; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 414.43 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 545.67 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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