

Debtor(s) (Last Name, First and address(es))
Zenith Electronics Corporation
1000 Milwaukee Avenue
Glenview, IL 60025-2493

Secured Party(ies) (and address(es))
Citicorp North America, Inc.
as agent
309 Park Avenue
6th Floor, Zone 4
New York, NY 10043

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2233/0018 98 001 Page 1 of 4
1998-10-08 13:18:35
Cook County Recorder 27.50

This Statement refers to original Financing Statement No. 97929670
Date filed December 10, 19 97 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

The collateral described in Exhibit "A" on the real property described in Exhibit "B" attached hereto and by reference made a part hereof.

(Signature of Debtor, if required) (Debtor)

Citicorp North America, Inc.,
as agent (Secured Party)

Dated _____, 19____ By [Signature]
(Signature of Secured Party)

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EXHIBIT "A"

All buildings, structures and other improvements, now or at any time situated, placed or constructed upon the real property described in Exhibit B, attached hereto and incorporated herein by reference, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land") (the "Improvements"); all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"); all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Land, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, ~~chattel~~ paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all ~~refunds~~ refundable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs (the "Personalty"); all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Debtor with respect to the Land; all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"); all leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Land, together with all related security and other deposits (the "Leases"); all of the rents, revenues, income, proceeds, profits, security and other types of deposits and other benefits paid or payable by parties to the Leases other than Debtor for using, repairing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land (the "Rents"); all other agreements, such as construction contracts, architect's agreements, engineer's contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land (the "Property Agreements"); all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof; all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land; and all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.



Stewart Title Guaranty Co
2 N La Salle Suite 1100
Chicago, IL 60602

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Exhibit "B"

AND ALSO:
1000 Milwaukee Avenue
Glenview, IL 60025

Lot 2 in Zenith's Subdivision of that part of Section 32, Township 42 North, Range 12 east of the Third Principal Meridian, according to the plat thereof recorded December 19, 1990 as Document No. 90815521, lying 40 feet North of the South line of said Section 32, lying East of the East line of the Northern Illinois Toll Highway. Northwesternly of the Northwesternly line of the Chicago and Northwestern Railway Company Right-Of-Way, Southwesterly of the Southwesterly line of Milwaukee Avenue as established by Documents 13544871, 21412822 and 22953308, and South of Lot 1 in Park Central Subdivision recorded as Document 86017692, excepting therefrom that part more particularly described as follows:

Beginning at the most Northerly corner of Lot 2, said point being on the Southwesterly right-of-way line of Milwaukee Avenue; thence Southeasterly along said Southwesterly line of Milwaukee Avenue, South 37° 44' 17" east, a distance of 180.00 feet to a point of curvature; thence a distance of 62.03 feet along the Arc of a Circle, convex to the northeast, having a radius of 40.00 feet and whose chord of 56.57 feet bears North 82° 46' 28" West to a Point of Tangency;

Thence South 52° 15' 43" West, a distance of 223.54 feet to a point of curvature; thence a distance of 267.04 feet along the Arc of a Circle, convex to the Northwest, having a radius of 170.00 feet and whose chord of 240.42 feet bears South 7° 15' 43" West to a Point of Tangency;

Thence South 37° 44' 17" East, a distance of 105.00 feet to a Point of Curvature; Thence a distance of 477.31 feet along the Arc of a Circle, convex to the Northeast, having a radius of 794.02 feet and whose chord of 470.16 feet bears South 20° 31' 00" East to a Point of Compound Curvature;

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Thence South 86° 42' 15" West, a distance of 100.00 feet to a Point of Curvature; thence a distance of 117.15 feet along the Arc of a Circle, convex to the Northeast, having a radius of 694.02 feet, and whose chord of 117.01 feet bears North 8° 08' 11" West to a Point on a Curve;

Thence a distance of 229.87 feet along the Arc of a Circle, convex to the Northeast, having a radius of 75.00 feet and whose chord of 149.89 feet bears North 19° 09' 59" West to a Point on a Curve;

Thence a distance of 149.87 feet along the Arc of a Circle, convex to the Northeast, having a radius of 694.02 feet and whose chord of 149.58 feet bears North 31° 33' 04" west to a Point of Tangency;

Thence North 37° 44' 17" West a distance of 105.00 feet to a Point of Reverse Curvature;

Thence a distance of 424.12 feet along the Arc of a Circle, convex to the Northwest, having a radius of 270.00 feet and whose chord of 301.84 feet bears North 7° 15' 43" east to a Point of Tangency;

Thence North 52° 19' 43" east, a distance of 223.54 feet to a Point of Curvature; thence a distance of 62.83 feet along the Arc of a Circle convex to the Southeast, having a radius 40.00 feet and whose chord of 56.57 feet bears North 7° 16' 21" East to the Point of Beginning, all in Cook County, Illinois.

Containing 1,734,603.0 square feet or 39.821 acres.

PIN: 04-32-105-005

Cook County Clerk's Office

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