

ALTA Commitment Schedule C

File No.: C132797

BFC FORMS SERVICE, INC. (708) 495-3990

STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

COOK REC IL

INSTRUCTIONS

- 1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 2 copies with pre-leaved carbon paper to the filing officer. 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 each additional sheet need be presented to the filing officer 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.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Debtor(s) (Last Name First) and address(es): LAKESTIDE BANK AS TRUSTEE UNDER TRUST #10-1829, 55 W. WACKER CHICAGO, IL. 60601. Secured Party(ies) and address(es): AUSTIN BANK OF CHICAGO 2640/0067 08 001 Page 1 of 6, 5645 W. LAKE STREET CHICAGO, IL. 60644. Date, Time, Number, and Filing Office: 1998-10-29 12:59:17 Cook County Recorder 31.50.

1. This financing statement covers the following types for item(s) of property:

ALL OF THE FOLLOWING NOW OWNED AND HEREAFTER ACQUIRED BY DEBTOR, AND ALL ACCESSIONS AND ADDITIONS THERETO: ALL INVENTORY, MERCHANDISE, RAW MATERIALS, WORK IN PROCESS, AND FINISHED GOODS, HELD FOR SALE OR LEASE, OR CONSUMED IN DEBTOR'S BUSINESS; ALL ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, GENERAL INTANGIBLES INSTRUMENT DOCUMENTS, AND NOTES ALL EQUIPMENT, GOODS, FURNITURE, FIXTURES, MACHINERY, TOOLS, DEVICES, AND ALL OTHER TANGIBLE PERSONAL PROPERTY; ALL BOOKS, RECORDS, PATENTS, PATENT RIGHTS, TRADENAMES, TRADEMARKS, COPYRIGHTS, AND INSURANCE POLICIES AND THE PROCEEDS THEREOF, PERTAINING IN WHOLE OR IN PART TO ANY OF THE FOREGOING.

SEE ATTACHED FOR LEGAL AND EXHIBIT "A" 2211 CLYBOURN, CHICAGO

ASSIGNEE OF SECURED PARTY. Barcode with number 98976387.

2. Products of Collateral are also covered.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Signature of Debtor: [Handwritten Signature] & Trust Officer. Lakeside Bank not personally but as trustee UTA 10-1829. Signature of (Debtor) (Secured Party).

(1) FILING OFFICER COPY - ALPHABETICAL

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

EXHIBIT A

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, coolers, carpets, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewal or replacements thereof or articles in substitution therefore, and all property owned by Debtor and now or hereafter used for similar purposes in or on the "Premises" (as described of Exhibit B hereto);

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

3. Debtor's rights, title and interest in all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises or elsewhere, together with the files, books of account, and other records, wherever located;

4. Debtor's rights, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs,

estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all boiling permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

5. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records and the rights to appropriate and use any and all trade names used or to be used in connection with such business;

6. Debtor's right, title, and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity (including without limitation Debtor and Secured Party and the other Loan Documents) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

7. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable and general intangibles relating to the Premises and the business conducted at the Premises.

8. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the mortgage securing the Premises, the use or occupancy thereof, or the business conducted thereon;

9. All awards or payments including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

10. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all boiling permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;

5. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records and the rights to appropriate and use any and all trade names used or to be used in connection with such business;

6. Debtor's right, title, and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity (including without limitation Debtor and Secured Party and the other Loan Documents) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

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9. All awards or payments including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

10. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Lakeside Bank, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Lakeside Bank, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Lakeside Bank, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lakeside Bank, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Lakeside Bank, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

Clerk's Office

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