

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

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

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

Frank's Nursery & Crafts, Inc.
6501 East Nevada
Detroit, MI 48234-2864

Secured Party(ies) and address(es)

The Chase Manhattan Bank, as
Collateral Agent
200 Jericho Quadrangle
Jericho, NY 11753

33.50
[Handwritten signature]

1. This financing statement covers the following types (or items) of property:

All now owned or hereafter acquired accounts, documents, instruments, general intangibles, chattel paper, investment property, goods, equipment and inventory, and products and proceeds thereof, as described on Annex I attached hereto and incorporated by reference herein.

ASSIGNEE OF SECURED PARTY

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Cook County Recorder

33.50

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

PIN: 19-28-202-014

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on ...) (The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on ...) (Strike what is inapplicable) (Describe Real Estate) Real estate as described on Annex II attached herewith and incorporated by reference herein. 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

4. Products of Collateral are also covered.

Additional sheets presented

Filed with Recorder's Office of Cook County, Illinois.
County

Frank's Nursery & Crafts, Inc.

By: *[Signature]*

Signature of Debtor
The Chase Manhattan Bank, as Collateral Agent

By: *[Signature]*
(Secured Party)

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*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC 9-402 (2)

STARK & HURLEY & CRATER, INC. 1085
COLLEGE EAST AVENUE
DARIEN, ILL. 60531-2004
The Chase Manhattan Bank, as
Collateral Agent
300 Madison Avenue
New York, NY 10017

ALL now owned or hereafter acquired, including
instruments, general assignments, partial payment, investment
property, goods, equipment and inventory, and products and
discharge thereof, as described on Annex I attached hereto
and incorporated by reference herein.

Annex II attached hereto and incorporated by reference herein.

STARK & HURLEY & CRATER, INC.
The Chase Manhattan Bank, as Collateral Agent

COOK COUNTY

X

X

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Annex I

A. The following types of items of property, whether now owned or at any time hereafter acquired by the Debtor named in the Financing Statement to which this Annex I is attached (the "Debtor") or in which the Debtor now has or at any time in the future may acquire any right, title or interest are covered by the Financing Statement to which this Annex I is attached (collectively, the "Collateral"):

- (i) all Accounts Receivable;
- (ii) all Documents;
- (iii) all Equipment;
- (iv) all General Intangibles;
- (v) all Inventory;
- (vi) all cash and cash accounts (including the Collection Deposit Account;
- (vii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

B. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to the Debtor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of the Debtor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including Accounts Receivable from Affiliates of the Debtor.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

Mail To: Access Information Ser
1773 Western Ave.
P.O. Box 3709
Albany, NY 12203



RECORDS: 528715.3144320112/2/97-98

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"Affiliate" shall mean, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Collateral Agent" shall mean The Chase Manhattan Bank, in such capacity.

"Collection Deposit Account" shall mean a deposit account of the Debtor maintained with the Collateral Agent or with a Sub-Agent pursuant to a Depository Agreement.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power or by contract. The terms "Controlling" and "Controlled" have meanings correlative thereto.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by the Debtor or which such Debtor otherwise has the right to license, or granting any right to the Debtor under any Copyright now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Depository Agreement" shall mean a Depository Agreement among the Debtor, the Collateral Agent and a Sub-Agent.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions

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or appurtenances thereto, that are now or hereafter owned by the Debtor. The term "Equipment" shall include Fixtures.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of the Debtor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Debtor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by the Debtor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, and other agreements) (other than rights under contracts that prohibit assignments or a grant of a security interest therein), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Debtor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement.

"Intellectual Property" shall mean all intellectual and similar property of the Debtor of every kind and nature now owned or hereafter acquired by the Debtor, including inventions, designs, Patents, Copyrights, Licenses, Trade-marks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

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"Inventory" shall mean all goods of the Debtor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by the Debtor under contracts of service, or consumed in the Debtor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of the Debtor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which the Debtor is a party other than those license agreements entered into after the date herof that by their terms prohibit assignment or a grant of security interest by such debtor as licensee thereunder.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, is in existence, or granting to the Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence and all rights of the Debtor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all letters patent of the United States or any other country; all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Person" shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss,

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theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent, (b) any claim of the Debtor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by the Debtor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by the Debtor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by the Debtor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by the Debtor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Sub-Agent" shall mean a financial institution which shall have delivered to the Collateral Agent an executed Depository Agreement.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Debtor or which the Debtor otherwise has the right to license, or granting to the Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by the Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

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Annex II
Legal Description

PARCEL 1:

That part of the North East quarter (1/4) of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, lying South East of the center of State Road, West of the West line of the East 57 feet of the aforesaid North East quarter (1/4) of Section 28, and South of a line drawn at right angles through a point on the West line of said East 57 feet which is 300 feet North of the South line of the North East quarter (1/4) of said Section 28 (except the Westerly 50 feet of the tract described, being a part of State Road) and also excepting therefrom the Easterly 475 feet, as measured along the North and South line thereof; East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Trustee's Deed, recorded December 6, 1979 as Document Number 25270445, as amended by the First Amendment to Easement recorded August 15, 1988 as Document Number 88368844 and re-recorded October 4, 1988 as Document Number 88455718, for ingress and egress over and upon the following described land, to wit:

That part of the Northeast quarter (1/4) of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at a point on a line drawn at right angles to the West line of the East 57.00 feet of said Northeast quarter (1/4) through a point 300.00 feet North (as measured along the said West line of the East 57.00 feet) of the South line of the Northeast quarter (1/4) of said Section 28, said Point of Beginning being 475.00 feet West (as measured along said right angles line) of the said West line of the East 57.00 feet thereof; thence South 0° 00' 00" West (at right angle to last described right angle line) 24.00 feet to a point; thence South 90° 00' 00" East (24.00 feet South of and parallel with the first described right angle line) a distance of 429.62 feet to a point on the Westerly line of an easement dated December 20, 1965; thence North 66° 15' 47" West along said Westerly line of easement a distance of 59.62 feet to a point on the first described right angle line; thence South 90° 00' 00" West, along said right angle line 375.00 feet to the Point of Beginning of land herein described;

also

That part of the Northeast quarter (1/4) of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian described as follows:

Beginning at a point on a line drawn at right angles to the West line of the East 57.00 feet of said Northeast quarter (1/4) through a point 300.00 feet North (as measured along the said West line of the East 57.00 feet) of the South line of the Northeast quarter (1/4) of said Section 28; thence South 90° 00' 00" West, along said right angle line a distance of 100.00 feet to a point on the Westerly line of and Easement Agreement dated December 20, 1965; thence South 66° 15' 47" East, along said Westerly line of easement a distance of 71.00 feet to curved line, convex Northerly having a radius of 49.42 feet, a distance of 38.89 feet (the chord of said curve bearing South 67° 27' 30" East) to a point on the West line of the East 57.00 feet, aforesaid; thence North 0° 00' 00" East, along said West line of the East 57.00 feet, a distance of 43.11 feet to the Point of Beginning, all in Cook County, Illinois.

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