

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

6061

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 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 such additional sheets 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.

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)  
Chi-Co, Inc.  
4101 E. Louisiana, Suite 200  
Denver, CO 80222

Secured Party(ies) and address(es)  
Captec Financial Group, Inc.  
24 Frank Lloyd Wright Drive  
Lobby L, 4th Floor, P.O. Box 544  
Ann Arbor, MI 48106

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1047/0054 05 001 Page 1 of 4  
1999-03-05 11:48:25  
Cook County Recorder 27.50

1. This financing statement covers the following types (or items) of property:  
See Exhibit A & B attached hereto.

All improvements, equipment, machinery, fixtures, instruments, general intangibles, rents, profits, licenses, inventory, and other collateral more particularly described on Exhibit A attached hereto

ASSIGNEE OF SECURED PARTY  
Captec Financial Corporation  
P.O. Box 544  
Ann Arbor, MI 48106-0544



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

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 / (State when not applicable) (Describe Real Estate)

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.

Chi Co, Inc.  
By:   
Signature of (Debtor)  
By: \_\_\_\_\_  
(Secured Party)\*

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

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## EXHIBIT A TO FINANCING STATEMENT

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### DESCRIPTION OF PERSONAL PROPERTY

1.1. All right, title and interest of the Debtor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Real Estate described on Exhibit B attached hereto ("Real Estate"), including all parking areas, roads, driveways, walks, fences, walls, drainage facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire protection and sprinkler, surveillance and security, public address and communications equipment and systems, all awnings, floor coverings, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment and personal property of every kind and description now or hereafter located on the Real Estate, as defined herein, or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Real Estate immediately upon delivery thereof on the Real Estate and to be part of the improvements immediately upon their incorporation therein (the foregoing being collectively the "Improvements");

1.2. All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessories thereof and renewals, replacements thereof and substitutions therefor, other customary franchise fast food restaurant equipment and other tangible property of every kind and nature whatsoever owned by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the Real Estate, or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Real Estate or the Improvements (hereinafter collectively called the "Equipment");

1.3. All estate, right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Improvements or Equipment or to the present or future operation or occupancy of the Real Estate, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Improvements or Equipment or to the present or future operation or occupancy of the Real Estate, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Estate and all other agreements affecting or relating to the use, enjoyment or occupancy of the Real Estate or Improvements;

1.4. All estate, right, title and interest of the Debtor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Real Estate; sums now or hereafter payable pursuant to the leases; all other sums now or hereafter payable with respect to the use, occupancy, management, operation or control of the Real Estate; and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Real Estate, including oil, gas and mineral royalties (collectively, "Rents"), refunds of taxes, assessments or other charges levied or imposed upon the Real Estate or of utility or tenant deposits, all of which the Debtor hereby irrevocably directs to be paid to the Secured Party, subject to the license, if any, granted to the Debtor herein, to be held, applied and disbursed, as provided in this Mortgage;

1.5. All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Estate and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Real Estate or Improvements or the present or future operation or occupancy of the Real Estate excluding, however, from the grant under this Section 1.5 any franchise rights and any permits which cannot be transferred or encumbered by the Debtor without causing a default thereunder or a termination thereof;

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1.6. All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

1.7. All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Property (as hereinafter defined), including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any of the Property;

1.8. All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Property or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

1.9. All inventory held or maintained at the restaurant whose address is set forth above, or otherwise used in the ownership or operation of such restaurant (including, without limitation, all food and paper inventory together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

1.10. All estate, right, title and interest of the Debtor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the Real Estate; the streets, roads, sidewalks and alleys abutting the Real Estate; all air space and rights to use air space above the Real Estate; all development, operating or similar rights appurtenant to the Real Estate (including, without limitation, all rights arising from reciprocal access agreements, joint occupancy, use or development agreements, and parking agreements); all rights of ingress and egress now or hereafter appertaining to the Real Estate; and all easements, licenses and rights of way now or hereafter appertaining to the Real Estate;

1.11. All estate, right, title and interest of the Debtor in, to, under and derived from all leases of or relating to the Real Estate, Improvements or Equipment (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications thereof), if any, now or hereafter in effect, whether or not of record ("Leases"); and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which the Debtor or any lessor is or may become entitled to do under the Leases;

1.12. All estate, right, title and interest of the Debtor in, to, under or derived from the Real Estate hereafter acquired by the Debtor, and all right, title and interest of the Debtor in, to, under or derived from all extensions, improvements, betterment, renewal substitutions and replacements of, and additions and appurtenances to, any of the Real Estate hereafter acquired by or released to the Debtor or constructed or located on, or attached to, the Real Estate; and

1.13. All proceeds of any and all of the items described in Section 1.1 through 1.12 inclusive (all such items being sometimes collectively referred to herein as the "Property").

1.14. All substitutions, replacements, extensions, renewals, additions and accessories for or to any of the foregoing.

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**EXHIBIT B  
TO FINANCING STATEMENT****DESCRIPTION OF REAL PROPERTY**

LOT 16 (EXCEPTING THEREFROM THAT PORTION TAKEN BY PROCEEDINGS HAD IN CASE NO. 84L50876, CIRCUIT COURT OF COOK COUNTY, ILLINOIS) IN THE HILLTOP LAND COMPANY'S SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ AND THE WEST 25 ACRES OF THE NORTH ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 686 W. 14th Street, Chicago Heights, Illinois 60422

Tax Parcel No.: 32-19-300-007 and 32-19-300-006

This instrument has been  
drafted by:

Kristin Hermann, Esq.  
Miller, Canfield, Paddock & Stone, P.L.C.  
101 N. Main, Seventh Floor  
Ann Arbor, Michigan 48104

Recorded at Request of and  
When Recorded Return To:

Captec Financial Group, Inc.  
24 Frank Lloyd Wright Drive  
Lobby L, Fourth Floor  
P.O. Box 544  
Ann Arbor, Michigan 48106-0544  
Attention: Manager, Real Estate Contract Administration

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