

EXHIBIT A

## DESCRIPTION OF COLLATERAL

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

1. All machinery, apparatus, equipment, inventory, fittings, fixtures, appliances, furnishings, supplies and articles of personal property of every kind and nature whatsoever (including, but not limited to, any for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heaters, engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stroker, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pumps, furniture, furnishing, and those items set forth on Exhibit B attached hereto) located on or affixed to, attached to, incorporated in, or placed upon the "Property" (as described in Exhibit C attached hereto) or in any building or improvement now located thereon or hereafter located thereon.

2. All equipment, material, inventory and supplies wherever located and whether in the possession of Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or any building or improvement being, or to be, constructed upon the Property, including, without limitation, all lumber, masonry, steel and metal (assembled, fabricated or otherwise) in the possession of any third party intended or designated for incorporation into or affixment to any such building or improvement.

3. Any and all contracts and agreements for construction, construction supervision, architectural services, maintenance, management, operation, marketing, leasing and other professional services pertaining to the Property heretofore or hereafter entered by Debtor, including any subcontracts, material supply contracts, and including all of Debtor's rights to receive services, work, materials, supplies and other goods thereunder, claims and rights with respect to non-performance or breach of such contracts and agreements, including rights under any payment and performance bond(s) issued to Debtor and/or said

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contractor(s), and all plans and specifications, drawings, models and work product relating to the buildings and other improvements intended to be undertaken on the Property pursuant to the Loan Documents.

4. Any and all accounts, chattel paper and general intangibles, now or hereafter acquired, as those terms are defined in the Uniform Commercial Code, including but not limited to, all of Debtor's right, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered by Debtor in connection with the ownership, construction, maintenance, use, operation, leasing, or marketing of the Property, including but not limited to any escrow, franchise, warranty, service, management, operation, equipment or concession contract, agreement or lease, any end-loan commitment, including all of Debtor's rights to receive services or benefits and claims and rights to receive services or benefits and claims and rights with respect to non-performance or breach thereunder.

5. All governmental or administrative permits, licenses, certificates, consents and approvals relating to the Property or any building or improvements thereon or to be constructed or made thereon.

6. All proceeds of or any payments due to or for the account of Debtor under any policy of insurance (or similar agreement) insuring, covering or payable upon loss, damage, destruction or other casualty or occurrence of or with respect to any of the foregoing described Collateral, the Property or any building or improvement now or hereafter located on the Property, whether or not such policy or agreement is owned or was provided by Debtor or names Debtor or Secured Party as owner, beneficiary or loss payee and all refunds of unearned premiums payable to Debtor on or with respect to any such policies or agreements.

7. Any and all proceeds or rights to proceeds arising out of any condemnation or exercise of right of eminent domain pertaining to the Property or any building or improvement now or hereafter located on the Property.

8. All proceeds of, substitutions and replacement for, accessions to and products of any of the foregoing in whatever form, including, without limitation, cash, checks, drafts and other instruments for the payment of money (whether intended as payment or credit items), chattel paper, security agreements, documents of title and all other documents and instruments.

9. Any and all bank accounts for security deposits held by Debtor under any and all leases for the Property.

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CONTINENTAL PLAZA SHOPPING CENTER  
BUDDY BEAR GROCERY STORE  
LIST OF EQUIPMENT

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FROZEN FOOD DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
96'	Island Freezers Warren Sherer Model MTLA with (4) EMTLA	20 years
11' X 18'	Ice Cream Freezer	20 years
19' X 25'	Frozen Food Freezer	20 years
4'	Refrig low temp merch	10 years

BAKERY DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
10x10	Bakery Cooler	20 years
7x10	Bakery Freezer	20 years
8'	Multi Dk Freezer Warren Sherer Md) LSF	20 years

LIQUOR DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
40'	Evans Refrigerated Counter High Beer and Wine Display cases	20 years
8'	Service Counter	20 years
48'	Wall Shelving	20 years
10' X 16'	Walk in Cooler	20 years

SERVICE CENTER

QTY	DESCRIPTION	USEFUL LIFE
60'	Glass Security Cases	20 years
44'	Wall Shelving	20 years

STORE AREA

QTY	DESCRIPTION	USEFUL LIFE
14	isles-double faced gondolas w/display	20 years

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## PRODUCE DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
	Warren Sherer End Produce	20 years
12' x 22'	Walkin Storage Cooler	20 years
36' x 20'	Produce Prep Area with Glass Windows	20 years

## MEAT DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
	Meat Holding Cooler	20 years
35' x 22'	Meat Preparation Area	20 years
12' x 40'	Poultry Cooler	20 years
10' x 22'	Lunchmeat Cooler	20 years
10' x 22'	Lunch Meat Cases	20 years
20'	Cooled Meat Cases	20 years
12'	1612 12" slicer	10 years
1	RAM-8k Memory RAMS 8k x 8 (5/scale)	7 years

## FISH DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
	Service Fish Counter	20 years
24'	Fish Cooler	20 years
10' x 22'	Fish Preparation Area	7 years
8 x 32'		

## DELI DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
	Service Deli Cases	20 years
24'	Hot Deli Case	20 years
10'	Deli Cooler	20 years
12' x 16'		

## DAIRY DEPARTMENT

QTY	DESCRIPTION	USEFUL LIFE
	Sell Service Dairy Cases Warren Shero	20 years
76'	Model 86-36c	
15' x 36'	Dairy Cooler	20 years
4'	d-b-4 refig. merch. ed island	10 years

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EXHIBIT 1 4 9 0 3 3 7

## PARCEL 1:

That part of the East 1/2 of the Southwest 1/4 of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the West line of the East 33 feet of the Southwest 1/4 of Section 29 Township 38 North, Range 14 East of the Third Principal Meridian said point being 7.00 feet South of the South line of the North 1/4 of the East 1/2 of the Southwest 1/4 of said Section 29, thence South along the West line of the East 33 feet of said Southwest 1/4 of Section 29, (said line also being the West line of Racine Avenue) to the South line of the North 25 feet of Lot 2 in William Redda's Subdivision of Block 25 (except the West 125.00 feet) in Jones Subdivision of the West 1/2 of said Section 29, (except certain tracts conveyed) according to the plat of said William Redda's Subdivision registered as Document No. 343920, said point being 226.70 feet North of the North line of 77th Street; thence West along the South line of the North 25 feet of Lot 2, aforesaid to the West line of said Lot 2; thence North along the west line of Lot 2, the West line of Lot 1, in said subdivision of Block 25, aforesaid, and said West line of Lot 1 extended North to the South line of the North 15 chains of said Southwest 1/4 of Section 29 thence West along the South line of the North 15 chains of said Southwest 1/4 of Section 29, a distance of 397.06 feet more or less to the East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, thence North along said East line of the West 663.39 feet of the East 1/2 of the Southwest 1/4 of said Section 29, a distance of 334.80 feet more or less to the South line of West 76th Street as opened by condemnation per Document No. 12300011; thence East along said South line of West 76th Street to a point on said line, being 14.72 feet West of the West line of the East 33 feet of the Southwest 1/4 of said Section 29, thence Southeasterly along a diagonal line to the point of beginning.

## PARCEL 2:

Lots Thirty One (31), Thirty Two (32), Thirty Three (33) Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), and Forty Four (44) in Block Nine (9) in Auburn on the Hill First Addition being Hart's Subdivision of Blocks Nine (9), Ten (10) and Twenty Two (22) in the subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet) in Cook County, Illinois.

Address: 7601-33 and 7600 and 7638 S. Racine, Chicago, IL

Tax Nos. (Parcel 1) 20-29-307-002 and 20-29-307-003  
(Parcel 2) 20-29-408-011, 20-29-408-040 and 20-29-307-017

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## STATE OF ILLINOIS

## UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-2

## 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. 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 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 First) and address(es)

American National Bank and  
Trust Company of Chicago,  
as Trustee under Trust No.  
63140 dated 12-17-84  
33 North LaSalle Street  
Chicago, Illinois 60602

Secured Party(ies) and address(es)

Lloyds Bank ~~XXXXXXXXXXXX~~ ~~XXXXXX~~  
International Limited  
233 South Wacker Drive  
Suite 8616  
Chicago, Illinois 60606

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

The property described on Exhibits A and B attached  
hereto and hereby made a part hereof.

ASSIGNEE OF SECURED PARTY

Secured Party(ies) and Address(s)  
LaSalle National Bank, as Trustee  
135 S. LaSalle Street  
Chicago, Illinois 60603

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

(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) or accounts will be located at the wellhead or minehead of the well or mine located on ...) (Strike what is inapplicable)  
(Describe Real Estate)

The real estate described on Exhibit C attached hereto and hereby made a part hereof

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

American National Bank and Trust  
Company of Chicago, as Trustee  
Under Trust No. 63140 dated 12-17-84

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)

5. Additional sheets presented

X Filed with ~~Recorder's~~ Office of \_\_\_\_\_ the Registrar of Titles, Cook County, Illinois

Filing Officer Copy - Alphabetical

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

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7/14/86 Description of property for UCC 30650  
and other property

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0 1 2 3 4 5

Property of Cook County Clerk's Office



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*ALL 1061*

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REGISTRAR OF DEEDS

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INSERT  
29 SOUTH  
CHICAGO, ILL. 60603  
BOX 334  
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