

STATE OF ILLINOIS

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCCX 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)

Secured Party(ies) and address(es)

Harris Trust & Savings Bank as Trustee under Trust # 94834 and in its capacity as

Artiliated Bank
350 West North Avenue
Addison, Illinois 60101

111 West Monroe
Chicago, Illinois

Its interest if any in and to

1 This financing statement covers the following types of property

That collateral described in Exhibit "3" attached hereto and made a part hereof stored, located or used on or about the real estate described in Exhibit "2" attached hereto and made a part hereof

Exemption provision restricting
any liability of Harris Trust and
Savings Bank, stamped on the re-
verts of the hereof, hereby expressly
made a part hereof.

ASSIGNEE OF SECURED PARTY

2. Products of collateral also covered

Additional sheets printed

X

Filed with Office of
Registrar of Tolls, Cook
County, Illinois
Debtor is a transmitting utility as defined in UCC 1-105

Harris Trust & Savings Bank, as Trustee
under Trust # 94834 and in its capacity as

By

Signature of Debtor, Trustee or Most Cases
Signature of Secured Party in Cases Covered by UCC 9-402 (2)

(1) FILING OFFICER COPY - ALPHABETICAL

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

8262630

0030978

CHICAGO TITLE
577
1/10/78

Property of Cook County Clerk's Office

5/21/47
332378
UCC

It is expressly understood and agreed by and between the several parties herein to the covenants, conditions, indemnities, warranties and agreements herein made in the part of the Harris Trust and Savings Bank which in turn purporting to be the warranties, representations, covenants, conditions, undertakings, indemnities, agreements of said Harris Trust and Savings Bank, that the said Harris Trust and Savings Bank on behalf of its instrument is created and defined by said Harris Trust and Savings Bank in its own right but solely in the exercise of the powers conferred upon it by virtue of the loan trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be sought to be enforced against the Harris Trust and Savings Bank on account of its instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained which are expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the said trust agreement the Harris Trust and Savings Bank has no obligations or duties with respect to the operation, management or maintenance of the trust premises, nor shall it have any possessory interest in the same. The Harris Trust and Savings Bank is not the agent for the beneficiaries of its trust and in the event of any conflict between the provisions of this covenants paragraph and the body of this instrument, the provisions of this covenants paragraph shall prevail.

NOTARIZED
CAROL MOSELEY BRAUN
C. T. LIBONELLI

2932 BROAD TIDE WB CA

72-83-145

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EXHIBIT 2

PARCEL 1:

LOT 1 OF EQUITABLE'S SUBDIVISION OF THAT PART OF OUT-LOT 'E' LYING EAST OF THE WEST LINE OF THE SOUTH WEST QUARTER OF SECTION 12, EXCEPTING THEREFROM THE EAST 300.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, IN SCHAUMBURG'S INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 11, PART OF THE NORTH EAST QUARTER OF SECTION 11, PART OF THE SOUTH WEST QUARTER OF SECTION 12, PART OF THE NORTH WEST QUARTER OF SECTION 13, AND PART OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS DATED NOVEMBER 28, 1975 AND RECORDED NOVEMBER 28, 1975 AS DOCUMENT NUMBER 23307984 FOR THE PASSAGE OF VEHICULAR TRAFFIC OVER, UPON, AND ACROSS THE NORTH 168 FEET OF THE WEST 15 FEET OF LOT 2 OF EQUITABLE'S SUBDIVISION OF THAT PART OF OUT-LOT 'E' LYING EAST OF THE WEST LINE OF THE SOUTH WEST QUARTER OF SECTION 12, EXCEPTING THEREFROM THE EAST 300.0 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 11, PART OF THE NORTH EAST QUARTER OF SECTION 11, PART OF THE SOUTH WEST QUARTER OF SECTION 12, PART OF THE NORTH WEST QUARTER OF SECTION 13 AND PART OF THE NORTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF OUT LOT 'E' IN 'SCHAUMBURG INDUSTRIAL PARK', BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTH EAST 1/4 OF SECTION 11, PART OF THE SOUTH WEST 1/4 OF SECTION 12, PART OF THE NORTH WEST 1/4 OF SECTION 13, AND PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE PLAT OF WHICH WAS RECORDED JUNE 10, 1969 AS DOCUMENT 20866310, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: : BEGINNING AT THE NORTH EAST CORNER OF SAID OUT LOT 'E' LOCATED ON THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 11, A DISTANCE OF 480.00 FEET SOUTH OF (AS MEASURED ALONG SAID EAST LINE, WHICH BEARS SOUTH 00 DEGREES 01 MINUTES 10 SECONDS WEST) THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 01 MINUTES 10 SECONDS WEST ALONG THE LAST MENTIONED EAST LINE, 590.00 FEET TO THAT CORNER OF SAID OUT LOT 'E' COMMON WITH THE SOUTH WEST CORNER OF SCHAUMBURG INDUSTRIAL PARK, UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1966 AS DOCUMENT NO 19979936; THENCE SOUTH 89 DEGREES 53 MINUTES 20 SECONDS WEST, 691.86 FEET TO A POINT ON THE WESTERLY LINE OF SAID OUT LOT 'E'; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE (SAID LINE ALSO BEING THE EASTERLY LINE OF STATE PARKWAY), BEING THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 660.00 FEET, AN ARC DISTANCE OF 73.05 FEET (THE CHORD OF WHICH ARC BEARS NORTH 22 DEGREES 42 MINUTES 37 SECONDS WEST AND MEASURES 73.01 FEET) TO A CORNER OF SAID OUT LOT 'E'; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID OUT LOT 'E' (SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF TOWER ROAD), BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 560.00 FEET, AN ARC DISTANCE OF 383.64 FEET (THE CHORD OF WHICH ARC BEARS NORTH 47 DEGREES 13 MINUTES 02 SECONDS EAST AND MEASURED 378.35 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF OUT LOT 'E', BEING THE ARC OF A CIRCLE CONVEX TO THE NORTH WEST, TANGENT TO THE LAST DESCRIBED CURVED LINE AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 343.19 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 07-12-300-02B and 07-11-401-002
Common Address: 1200-58 Remington Road and
1107-59 Tower Road, Schaumburg, IL

07-30978

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EXHIBIT 3

Mortgagor/Debtor: Harris Trust & Savings Bank as Trustee under Trust #94834 dated 12/1/90

Secured Party: Affiliated Bank

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Mortgagor/Debtor (hereinafter referred to from time to time as Debtor) or in which the Mortgagor/Debtor may now or at any time hereafter have any interest or rights, together with a Mortgagor/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 light, air, power, water, ventilation, air conditioning or refrigeration (whether single units or centrally controlled), all screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures and equipment, fans, radiators, heat engines, machinery, boilers, ranges, furniture, motors, sinks, bathtubs, carpets, floor coverings, windows shades, drac furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus equipment, furns, compressors, pumps, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the "Premises" (as described in Exhibit 2) or in any building or improvements now located thereon or hereafter located thereon, except for any of the foregoing items of property which are owned by any tenant of any such building or improvement and which, according to the terms of any applicable lease, may be removed by such tenant at the expiration or termination of said lease.

2. All equipment, material, inventory and supplies wherever located and whether in the possession of the Debtor or any third party, intended or prepared for use in connection with the construction of, incorporation into or affixment to the Property or a 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 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 or Trustee, including any subcontract, material supply contracts, and including all of Debtor's or Trustee'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 or Trustee and/or said 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 the Debtor's or Trustee's right, title and interest in, to and under a contracts, leases, licenses or other agreements of any kind entered into by Debtor or Trustee 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, and end-to-end commitment, including all of Debtor's or Trustee'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, contracts and approvals relating to the Property or a 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 or Trustee 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 beneficiary or loss payee and all refunds of unearned premiums payable to Debtor or Trustee 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 replacements 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.

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