

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT FORM

RECORDERS OFFICE
[Signature]

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 interlined 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 8" x 11" or 8 1/2" x 14". 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.

Debtor(s) (Last Name First) and address(es) Taylor, William E. 3375 North Milwaukee Avenue Northbrook, Illinois 60062	Secured Party(ies) and address(es) Affiliated Bank 1737 West Howard Street Chicago, Illinois 60626
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1. This financing statement covers the following type(s) of property: Those certain items as set forth on Exhibit A attached hereto and made a part hereof.

2. Additional items, not described in the above, which are to become fixtures on the collateral, are described in Exhibit B attached hereto and made a part hereof.

3. (If applicable) The above goods are to become fixtures on the collateral. The name of a record owner is _____ and its financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) See Exhibit B attached hereto and made a part hereof.

4. Products of collateral are also covered.

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

1. FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-9 - REV. 4-73

UNOFFICIAL COPY
This form of financing statement is promulgated by the Secretary of State.

Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered by UCC 9-402 (2).
BY: *[Signature]*
William E. Taylor
(Secured Party)
Signature of Debtor (Secured Party)

3977535
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ASSIGNEE OF SECURED PARTY
3977535
535776
For Filing Officer
(Date, Time, Number, and Filing Office)

Handwritten signature

8977535

IDENTIFIED
No.
Registrar of Tonnage TITLES
CAROL MOSELEY BRAUN
1 T.J./SCHALL

Property of Cook County Clerk's Office

8977535

INTERCITY FILE COMPANY OF ILLINOIS
120 WEST MADISON STREET
CHICAGO, ILLINOIS 60601

5-12-30867

3011232

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EXHIBIT A

Debtor: William E. Taylor

Secured Party: Affiliated Bank

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Mortgagee/Debtor (hereinafter referred to from time to time as "Debtor") or in which the Mortgagee/Debtor may now or at any time hereafter have any interest or rights, together with all of Mortgagee/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, windows shades, drapes, furnaces, stokers, conduits, switchboards, pipes, tanks, lifting equipment, fire control or fire extinguishing apparatus or equipment, ducts, compressors, pipes, furniture and furnishings, located on or affixed to, attached to, incorporated in, or placed upon the "Property" (as described in Exhibit B) 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 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 or its assigns, including any subcontracts, material supply contracts, and including all of Debtor's or its assigns' 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 its assigns 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.

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 its assigns' rights, title and interest in, to and under any contracts, leases, licenses or other agreements of any kind entered into by Debtor or its assigns 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-loan commitment, including all of Debtor's or its assigns' 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 or its assigns 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 its assigns 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 replacements for accessories 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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EXHIBIT B

THAT PART OF THE SOUTH 15 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 1/2 WITH THE CENTER LINE OF MILWAUKEE AVENUE, WHICH POINT IS 1075.64 FEET MORE OR LESS EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 AND RUNNING THENCE NORTHWESTERLY ALONG SAID CENTER LINE OF MILWAUKEE AVENUE A DISTANCE OF 154.06 FEET TO ITS INTERSECTION WITH A LINE 125 FEET MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 FOR A PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG CENTER LINE OF MILWAUKEE AVENUE, 150.73 FEET TO THE NORTH LINE OF SAID SOUTH 15 ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 15 ACRES 391.85 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SANDERS ROAD 123.30 FEET TO ITS INTERSECTION WITH A LINE 125 FEET MEASURED PERPENDICULARLY NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2; THENCE WEST ALONG AFOREMENTIONED LINE 319.46 FEET TO PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS) BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF SANDERS ROAD WITH A LINE 125 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 AFORESAID; THENCE WEST, ON SAID PARALLEL LINE, TO THE INTERSECTION WITH A LINE 50 FEET WESTERLY OF AND PARALLEL WITH SAID CENTER LINE; THENCE NORTHWESTERLY ON SAID 50 FOOT PARALLEL LINE, TO THE NORTH LINE OF THE SOUTH 15 ACRES AFORESAID; THENCE EAST, ON SAID NORTH LINE, TO THE CENTER LINE OF SANDERS ROAD AFORESAID, THENCE SOUTHEASTERLY, ON SAID CENTER LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Common Address:
3375 N. Milwaukee Avenue
Northbrook, IL

P.I.N. # 04-30-201-006

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