

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

Sidley & Austin
111 North La Salle
Chicago, 60603

660255

COOK

\$60.

By Wayne E. Nelson
Clerk of Court
Dated FEB 18 1982

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
FILED

82B01868

IN RE:

MAY'S FAMILY CENTERS, INC.;)
an Indiana corporation,) No.
Debtor)

80D FEB 11 1982

INVOLUNTARY CASE: CREDITORS' PETITION FOR
ORDER FOR RELIEF UNDER CHAPTER 7

STATE OF INDIANA, S. NO
LAKE COUNTY
FILED FOR RECORD

FEB 24 11:47 AM '82
WILLIAM BIELSKI JR
RECORDED

Bigelow Textiles of Illinois, Inc. ("Bigelow"),
an Illinois corporation, Central Textile Inc. ("Central")
a Delaware corporation, Central Textile of Wisconsin, Inc.
("Central of Wisconsin"), a Wisconsin corporation, Central
Textile of Indiana, Inc. ("Central of Indiana"), an Indiana
corporation, and The Marcade Group Inc., f/k/a Unishops,
Inc. ("Marcade"), a New York corporation, the petitioning
creditors herein, state as follows:

1. Petitioners, Bigelow, Central, Central
of Indiana, Central of Wisconsin, and Marcade are each
creditors of May's Family Centers, Inc. ("May's"), holding
claims against the Debtor, not contingent as to liability,
amounting in the aggregate, in excess of the value of any
lien held by them on the Debtor's property securing such
claims, to \$5,000 or over.

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The nature and amount of Petitioners' claims
are as follows:

Bigelow

\$107,000.00	For central cashier's money.
\$135,000.00 (Approximate)	Representing damages under section 31 of the Licensing Agreement dated April 1, 1981 between May's and Bigelow and amended on June 22, 1981 (hereinafter "License Agreement") which requires May's to purchase the inventory of Bigelow under certain conditions.
\$ 95,000.00 (Approximate)	Representing damages under section 31 of the Licensing Agreement which requires 90 days notice of termination of the agreement by May's.
\$ 96,000.00	Representing guarantee by May's of Licensing Agreement entered into between Bigelow and Community Family Centers, Inc. ("Community") on April 1, 1981 and as subsequently amended for central cashier's money.
\$ 70,000.00 (Approximate)	Representing guarantee by May's of Licensing Agreement entered into between Bigelow and Community which requires Community to purchase the inventory of Bigelow under certain conditions.
\$150,000.00 (Approximate)	Representing guarantee by May's of Licensing Agreement entered into between Bigelow and Community requiring Community to give 90 days notice of termination of the agreement.

Central of Indiana

\$140,000.00	For central cashier's money.
\$170,000.00 (Approximate)	Representing damages under section 31 of the Licensing Agreement which requires May's to purchase

the inventory of Central of
Indiana under certain conditons.

\$115,000.00 (Approximate) Representing damages under
section 31 of the Licensing
Agreement which requires 90 days
notice of termination of the
agreement by May's.

Central

\$ 54,000.00 Representing amount owed to
Central under reconciliation
relating to prior purchase of in-
ventory from May's by Central.

Central of Wisconsin

\$ 24,000.00 Representing guarantee by May's
of Licensing Agreement entered
into between Central of Wisconsin
and Community for central cashier's
money.

\$ 25,000.00 (Approximate) Representing guarantee by May's
of Licensing Agreement entered
into between Central of Wisconsin
and Community requiring Community
to give 90 day notice of termi-
nation of agreement.

Marcade

\$ 48,000.00 (Approximate) Representing interest on letters
of credit pursuant to letter
agreement dated April 3, and
10, 1981.

Central of Indiana and Bigelow also have
unliquidated claims including, but not limited to, their
loss of investment due to the closing of stores by May's.

2. The Debtor has had its principal place of business within this district for the 180 days preceding the filing of this Petition.

3. The Debtor is an entity against which an order for relief may be entered under title 11, United States Code.

4. The Debtor is generally not paying its debts as they become due as evidenced by a letter dated January 29, 1982 signed by the Debtor's attorneys.

WHEREFORE, Petitioners pray that an Order for relief be entered against May's Family Centers, Inc. under Chapter 7 of title 11, United States Code.

By: *Dorinda White*
One of Petitioners' Attorneys

BIGELOW TEXTILES OF ILLINOIS, INC.,
an Illinois Corporation

By: 
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE OF INDIANA, INC.,
an Indiana corporation

By: 
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE OF WISCONSIN, INC.,
a Wisconsin corporation

By: 
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE, INC.,
a Delaware corporation

By: 
Harvey Goldberg, Vice President & Controller

THE MARCADE GROUP INC.,
a New York corporation

By: 
Harvey Goldberg, Vice President & Controller

We, BIGELOW TEXTILES OF ILLINOIS, INC., an Illinois corporation, CENTRAL TEXTILE OF INDIANA, INC., an Indiana corporation, CENTRAL TEXTILE OF WISCONSIN, INC., a Wisconsin corporation, CENTRAL TEXTILE, INC., a Delaware corporation, and THE MARCADE GROUP INC., a New York corporation, the petitioners named in the foregoing petition, certify, under penalty of perjury, that the foregoing is true and correct according to the best of our knowledge, information and belief.

Executed on _____, 1982.

BIGELOW TEXTILES OF ILLINOIS, INC.,
an Illinois corporation

By: 
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE OF INDIANA, INC.,
an Indiana corporation

By: *Harvey Goldberg*
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE OF WISCONSIN, INC.,
a Wisconsin corporation

By: *Harvey Goldberg*
Harvey Goldberg, Vice President & Controller

CENTRAL TEXTILE, INC.,
a Delaware corporation

By: *Harvey Goldberg*
Harvey Goldberg, Vice President & Controller

THE MARCADE GROUP INC.,
a New York corporation

By: *Harvey Goldberg*
Harvey Goldberg, Vice President & Controller