

Fixture Filing

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This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name) and address(es) HHP-Schaumburg, L.L.C. c/o Burrus Investment Group, Inc. 401 Veterans Boulevard, Suite 102 Metairie, Louisiana 70005 Federal Tax ID. # 72-1501400	Secured Party(ies) and address(es) Hibernia National Bank 313 Carondelet Street New Orleans, Louisiana 70130	Filing Officer (Date, Time, Number, and Filing Office)
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1. This financing statement covers the following types (or items) of property:
SEE EXHIBITS "A" AND "B" TO UCC-1 FINANCING STATEMENT

ASSIGNEE OF SECURED PARTY

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 real estate~~ ~~to which the goods are attached~~ (Describe Real Estate)
SEE EXHIBIT "C" TO UCC-1 FINANCING STATEMENT
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.

HHP-SCHAUMBURG, L.L.C.
By: *[Signature]* its Manager
Signature of (Debtor)
By: _____
(Secured Party)*

D1 7920 054 *[Signature]*

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Rev. 3/75

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

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

[Handwritten Signature]

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2001-09-06 14:24:28
Cook County Recorder 33.00

BOX 338-CTT

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Property of Cook County Clerk's Office

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Debtor: HHP-Schaumburg, L.L.C.
Tax I.D. No. 72-1501400

Secured Party: Hibernia National Bank
Tax I.D. No. 72-0210640

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

This Financing Statement covers all right, title and interest of the Debtor in, to or under the following property, whether now existing or hereafter arising, whether now owned or hereafter acquired, and wherever located:

1. all rights, titles, interests, estates, reversions and remainders now owned or hereafter acquired by Debtor in and to the Land;
2. all improvements now or hereafter situated on the Land and in and to the properties covered hereby;
3. all rights, titles and interests now owned or hereafter acquired by Debtor in and to all easements, streets and rights-of-way of every kind and nature next to or adjoining the Land and all public or private utility connections thereto and all hereditaments, appurtenances, servitudes, rights, ways, privileges and prescriptions thereto, and all waste water capacity and water rights reservations relative to the Land;
4. all goods, equipment, fixtures and other personal property (herein called the "Goods") now owned or hereafter acquired by Debtor and now or hereafter affixed to, or located on or within, the Land or improvements, including without limitation, all rights, titles and interests of Debtor now owned or hereafter acquired in and to any of the Goods that may be subject to any title retention or security agreement superior in lien or security interest to the lien or security interest of the Mortgage;
5. all rights and interests of Debtor now owned or hereafter acquired in and to all (i) contracts, subcontracts and plans and specifications relating to the improvements and all deposits, funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), notes or chattel paper arising from or by virtue of any of the transactions relating to the Land or the improvements, (ii) all permits, licenses, franchises (including hotel license and/or franchise agreements), certificates and other rights and privileges obtained in connection with the Land and the improvements; (iii) all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property described herein; (iv) all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land or the improvements or the Goods; and (v) all proceeds arising from the taking

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11/15/2023

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Secured Party: Hibernia National Bank
Tax I.D. No. 72-0210640

of all or any part of the Land or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;

6. all books and records of Debtor relative to the other Mortgaged Property (including without limitation customer lists, credit files, computer programs, disks, tapes, punch cards, data processing software, transaction files, master files, printouts, and other computer materials and records);
7. without limiting the foregoing, any and all rights, royalties, rents, revenues, benefits, leases, contracts, accounts, general intangibles, money, instruments, insurance proceeds, documents, tenements, hereditaments and appurtenances now owned or hereafter acquired by Debtor and appertaining to, generated from, arising out of or belonging to any of the foregoing;
8. the Accounts;
9. the Equipment;
10. the General Intangibles;
11. the Management Agreement by and between the Debtor and Expotel Hospitality Services, L.L.C., dated May 1, 2001, as amended from time to time; and
12. all Proceeds and products of all or any of the foregoing.

All of the foregoing is referred to herein as the "Mortgaged Property".

For purposes of this Financing Statement, the following terms shall have the meanings indicated:

"Accounts" shall mean all "accounts" (as defined in the UCC) now owned or hereafter acquired by Debtor, and shall also mean and include all accounts receivable, notes, notes receivable, drafts, acceptances, book debts and similar documents and other monies, obligations or indebtedness owing or to become owing to Debtor arising from the sale, lease or exchange of goods or other property by Debtor or the performance of services by Debtor or under any contracts for any of the foregoing (whether or not yet earned by performance on the part of Debtor), whether now in existence or hereafter arising or acquired.

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Secured Party: Hibernia National Bank
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“Collateral Account” shall mean the demand deposit or time deposit account of Debtor maintained (now or in the future) with Secured Party or a bank satisfactory to Secured Party.

“Equipment” shall mean all “equipment” (as defined in the UCC, including, without limitation, all furniture and furnishings) now owned or hereafter acquired by Debtor and located on or relating to the Land and the improvements thereon, together with all additions, accessories, parts, attachments, special tools and accessions now and hereafter affixed thereto or used in connection therewith, and all replacements thereof and substitutions therefor.

“General Intangibles” shall mean all “general intangibles” (as defined in the UCC) now owned or hereafter acquired by Debtor, including without limitation (i) all contractual rights of, and obligations or indebtedness owing to, Debtor (other than Accounts) from whatever source arising, including without limitation all contract rights of, and obligations or indebtedness owing to, Debtor under any construction contracts to which Debtor is a party, any management, franchise or licensing agreement regarding the conduct of Debtor’s business, options or agreements to acquire the Mortgaged Property or any interest therein and all permits and licenses relative to the operation of Debtor’s business, (ii) all things in action, rights represented by judgments, awards of damages, settlements and claims arising out of tort, warranty or contract, whether relating to the Mortgaged Property or otherwise (including without limitation the right to assert and otherwise be the proper party of interest to commence, control, prosecute and/or settle such actions, whether as claims, counterclaims or otherwise, and whether involving matters arising from casualty, condemnation, indemnification, negligence, strict liability, other tort, contract, warranty or in any other manner), (iii) rights under service, maintenance or warranty contracts, operating agreements, and other warranties, guaranties and bonds, (iv) the right to receive proceeds attributable to insurance loss of the Mortgaged Property, (v) all goodwill, patents, patent licenses, trademarks, trademark licenses, trade names, service marks, trade secrets, rights in intellectual property, copyrights, permits and licenses, (vi) all rights or claims in respect of refunds for taxes paid and (vii) all deposit accounts of Debtor with Secured Party, including the Collateral Account.

“Goods” has the meaning set forth above.

“Land” means the property described on Exhibit B hereto.

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Tax I.D. No. 72-1501400

Secured Party: Hibernia National Bank
Tax I.D. No. 72-0210640

"Mortgage" means the Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated May 24, 2001 by Debtor in favor of the Secured Party, as it may from time to time be amended, modified, supplemented or restated.

"Mortgaged Property" has the meaning set forth above.

"Proceeds" shall mean all cash and non-cash proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Mortgaged Property, including, without limitation, all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Mortgaged Property and any condemnation or requisition payments with respect to any Mortgaged Property, and including proceeds of all such proceeds, in each case whether now existing or hereafter arising.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of Illinois, as amended from time to time; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any property is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Illinois, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

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Debtor: HHP-Schaumburg, L.L.C.
Tax I.D. No. 72-1501400

Secured Party: Hibernia National Bank
Tax I.D. No. 72-0210640

EXHIBIT B
TO
UCC-1 FINANCING STATEMENT

PARCEL 1 (FEEL):

Lot 1 in the Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, being a Subdivision of part of Fractional Section 1 and part of the North ½ of Section 12, in Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat of Resubdivision recorded October 6, 1982 as Document No. 26374113, (less and except that part taken through Condemnation Case 89L50751) in Cook County, Illinois.

PARCEL 2 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by Article IV of the Declaration of Protective Covenants, recorded March 28, 1980 as Document No. 25406331, for Ingress and Egress and Utilities upon, over, along, and across "Drummer Drive" as depicted on Exhibit "3" of Document No. 25406331.

PARCEL 3 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as set forth in paragraph 1 of the Declaration of Easements for Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, for the purpose of Ingress and Egress upon, over, along and across the areas designated as "Access and Circulation Roads and Sidewalks" on Exhibit "B" of Document No. 26442124 and created by deed recorded December 17, 1982 as Document No. 26442125.

PARCEL 4 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by Article IV of the Declaration of Protective Covenants recorded March 28, 1980 as Document No. 25406331 for Drainage over and upon the "Storm Water Detention Areas" as depicted on Exhibit "3" of Document No. 25406331.

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PARCEL 5 (EASEMENT):

Easements appurtenant to and for the benefit of Parcel 1 upon, over, under, along and across those parts of Lots 3, 4, 5, and 6 as set forth on the Plat of Subdivision of WALDEN INTERNATIONAL, recorded January 30, 1980 as Document No. 25342431, within the areas marked "Utility Easements" and upon, over, under, along and across those parts of Lots 2 and 3 as set forth on the Plat of Resubdivision of Lots 1 and 2 of WALDEN INTERNATIONAL, recorded October 6, 1982 as Document No. 26374113, within the areas marked "Utility Easements Hereby Dedicated" and "Existing Utility Easements", for the purposes of sewer, gas and water services.

PARCEL 6 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 upon, over, under, along and across those parts of Lots 2 and 3 of the Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, as set forth in the Declaration of Easements for Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, for constructing, utilizing, repairing, maintaining and reconstructing "Utility Lines" as depicted in Exhibit "C" of said Declaration recorded December 17, 1982 as Document No. 26442124 and as created by deed recorded December 17, 1982 as Document No. 26442125, all in Cook County, Illinois.

PARCEL 7 (EASEMENT):

Non-exclusive and perpetual easement for ingress and egress for the use of the Office Parking Area for the parking of motor vehicles and for ingress and egress for motor vehicles and pedestrians to and from the Hotel Parcel from and to the Office Parcel Parking Area in order to use the Office Parcel Parking Area as set forth in Parking Easement Agreement dated November 17, 1995 and recorded December 29, 1995 as Document 95908016 made by American National Bank and Trust Company as Trustee under Trust Number 107177-00 and Quebec Street Investments Inc. over portions of the following land:

Lots 2 and 3 in the resubdivision of Lots 1 and 2 in Walden International, being a subdivision of part of fractional Section 1 and part of the North ½ of Section 12, both in Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat of Resubdivision recorded as Document 26374113.

Address of Property: 1939 Meachum Rd., Schaumburg, Illinois

Permanent Index Numbers: 07-01-007-0000 and
07-12-101-022-0000

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