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8932/0011 08 001 Page 1 of 8
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Cook County Recorder 35.00



0011063252

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Recorders Box 341
Schwartz, Cooper, et al.
180 North LaSalle, Suite 2700
Chicago, IL 60601

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME HRH CHICAGO, LLC				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 1b. INDIVIDUAL'S LAST NAME				CITY CHICAGO		STATE IL		POSTAL CODE 60601		COUNTRY USA	
1c. MAILING ADDRESS 233 N. MICHIGAN AVENUE				1e. TYPE OF ORGANIZATION LLC		1f. JURISDICTION OF ORGANIZATION Illinois		1g. ORGANIZATIONAL ID #, if any 00567892		<input type="checkbox"/> NONE	
1d. TAX ID #: SSN OR EIN 36-4449135		ADD'L INFO RE ORGANIZATION DEBTOR									

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 2b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE		COUNTRY	
2c. MAILING ADDRESS				2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any				<input type="checkbox"/> NONE	
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION							

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ST. GEORGE HOTEL, L.L.C.				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 3b. INDIVIDUAL'S LAST NAME				CITY CHICAGO		STATE IL		POSTAL CODE 60601		COUNTRY USA	
3c. MAILING ADDRESS c/o MARK IV REALTY; 230 N. MICHIGAN											

4. This FINANCING STATEMENT covers the following collateral

The collateral described on Exhibit "B" attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 44535/11947 (SML)							

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
HRH CHICAGO, LLC		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR					
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

The real estate described on Exhibit "A" attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT"A"

LEGAL DESCRIPTION

LOTS 10, 11, 12, 13, 14, AND 15 IN BLOCK 7 IN FORT DEARBORN
ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

ADDRESS: 222 and 230 North Michigan Avenue
Chicago, Illinois

PINS: 17-10-303-024-0000

Property of Cook County Clerk's Office

EXHIBIT "B"COLLATERAL

DEBTOR: **HRH CHICAGO, LLC**, an Illinois limited liability company

SECURED PARTY: **ST. GEORGE HOTEL, L.L.C.** an Illinois limited liability company

Debtor hereby grants to Secured Party a security interest in the following:

(a) All of Debtor's right, title and interest in and to the following personal property and fixtures now or hereafter owned by Debtor and located in or on the premises legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"): goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Debtor now or hereafter attached or affixed to or used in or about the buildings and improvements now erected or hereafter to be erected on the Real Estate; and the accessions and appurtenances thereto; or renewals or replacements of or substitutions for any of the foregoing; all building materials and equipment now or hereafter delivered to the Real Estate and intended to be installed or incorporated therein; all rents, income, receipts, revenues, issues, profits and other income of any nature now due or which may become due or to which Debtor may now or hereafter become entitled to arising or issuing from or out of the Real Estate or any part thereof including rents, issues, profits and receipts from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition International Association of Hospitality Accountants (1986), (as amended from time to time); all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Real Estate; all proceeds from any casualty insurance policy claim affecting the Real Estate and all proceeds from any condemnation or warrant affecting the Real Estate; all funds, accounts, inventory, credit card receivables, instruments, documents, general and tangible (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Real Estate; and all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Real Estate; all radios, communication equipment, computers, and all hardware and software therefore, call signaling equipment, sprinkler and alarm systems, telephone systems, window screens, storm windows, shades, ranges, refrigerators, washing machines, dryers, engines, generators, transformers, machinery, pumps, motors, compressors, boilers, condensing units, fuel storage tank disposals, dishwashers, tables, chairs, drapes, rods, belts, springs, mattresses, lamps, hoses, tools, lawn equipment, sofas, dressers, mirrors, televisions, furniture, television antenna systems, television cable systems, recreational equipment, including but not

limited to, swimming pool equipment and exercise equipment, fire extinguishing equipment, elevators, speakers, signs, supplies, office equipment, carpeting tools, light fixtures and all renewals, replacements and substitutions therefore, and all property owned by Debtor and used for similar purposes now or hereafter in or on the Real Estate; and all apparatus, fixtures, equipment and articles which relate to the use, occupancy and enjoyment of the Real Estate, including but not limited to all replacements thereof, substitutes therefore or additions thereto;

(b) All of Debtor's right, title and interest in and to all articles or parts now or hereafter affixed to the property described in the foregoing paragraph or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Real Estate;

(c) All of Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Real Estate and located on the Real Estate, including, without limitation, furniture, business equipment, and inventories;

(d) All of each Debtor's "general intangibles" (as defined in the Uniform Commercial Code of the State of Illinois as may now or hereafter be in effect, the "UCC") now owned or hereafter acquired and related to the Real Estate, including, without limitation, all right, title and interest of the Debtor in and to: (i) all agreements, leases, licenses and contracts to which the Debtor is or may become a party relating to the Real Estate or Improvements in which a security interest has been granted pursuant to the Security Agreement; (ii) all obligations or indebtedness owing to the Debtor (other than accounts) or other rights to receive payments of money from whatever source arising relating to the Real Estate, (iii) all tax refunds and tax refund claims; (iv) all Intellectual Property; and (v) all choses in action and causes of action;

(e) All of each Debtor's "equipment" as relates to the Real Estate (as defined in the UCC) now owned or hereafter acquired, including, without limitation, all machinery, motor vehicles, trucks, trailers and all parts thereof and all other personal property (other than inventory) and all additions and accessions thereto and replacements therefor;

(f) All of each Debtor's "accounts" (as defined in the UCC) now owned or hereafter created or acquired as relates to the Real Estate, including, without limitation, all of the following now owned or hereafter created or acquired by Debtor: (i) accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property, (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing, (iv) monies due to or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor), (v) uncertified securities, and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing;

(g) All of each Debtor's "documents" (as defined in the UCC) or other receipts covering as relates to the Real Estate, evidencing or representing goods now owned or hereafter acquired, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person or entity in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;

(h) All of each Debtor's "instruments", "chattel paper" or "letters of credit", "certificated" and "uncertificated securities" (each as defined in the UCC) and any replacements therefor as relates to the Real Estate and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, options and warrants in which the Debtor now has or hereafter acquires any rights;

(i) All deposit accounts of each Debtor maintained with any bank or financial institution other than the Secured Party;

(j) All depository accounts of Debtor, all cash deposited therein from time to time and other monies and property of the Debtor in the possession or under the control of the Secured Party or any other lender or party, including deposits with public or private utility companies with respect to utility services furnished to the Real Estate;

(k) All of Debtor's right, title and interest in the rents, issues, deposits, profits, leases and other use and occupancy agreements, whether heretofore or hereafter made or agreed to by any person or entity (including without limitation those rents, issues, deposits, profits, leases or other agreements assigned to Secured Party under the Lease or Security Agreement);

(l) All deposit accounts and all monies now or hereafter on deposit with Debtor for the payment of security deposits to lessees under leases of the Real Estate;

(m) All awards or payments, including interest thereon, which may be made with respect to the Real Estate, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in value of the Real Estate;

(n) All rights in and proceeds from present and future fire or hazard insurance policies covering improvements now or hereafter located on the Real Estate or described in the Lease thereon; together with all records and books of account now or hereafter maintained by Debtor, its successors and assigns in connection with the Real Estate or any business conducted thereon;

(o) All damage, royalties and revenue of every kind, nature and description whatsoever that Debtor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Real Estate, with the right in Secured Party to receive and receipt therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Secured Party may demand, sue for and recover any such payments but shall not be required to exercise such rights;

(p) Any and all accounts, contract rights, chattel paper, sales contracts, insurance contracts, income, payments, profits, general intangibles and other rights to the payment of money, and all proceeds of all of the foregoing, whether now existing or hereafter arising from the sale, lease, or other disposition by Debtor, its successors and assigns, of the Real Estate;

(r) All of Debtor's right, title and interest in all security interests and collateral pledged to Debtor.

(t) All plans and specifications relating to the construction of improvements on the Real Estate pursuant to the Lease and all unexpired claims, warranties, guaranties, indemnifications and sureties, if any, arising from or received in connection with the installation, construction, improvement, maintenance or equipment of or on the Real Estate or said improvements thereon;

(u) All contracts, licenses and permits, now or hereafter existing, directly or indirectly related to, or connected with, the construction, improvement, maintenance or service of the Real Estate or the improvements thereon; and

(v) All right, title and interest of Debtor in and to all reservation agreements and sales contracts now existing or hereafter entered into, including any down payments and/or earnest money deposits made under such agreements or contracts, whether held by a broker, escrowee, agent or Debtor, and in any escrows established for the closing of the transactions contemplated by such agreements or contracts, under which Debtor agrees to sell all or any portion of the Real Estate and all amendments and supplements thereto, which Debtor has, may have, or may subsequently directly or indirectly enter into.

(w) All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

For purposes of this Exhibit "B" the following terms have the meanings set forth below:

"Proceeds" means all "proceeds" (as defined in the UCC) 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, any property described in this Exhibit "B", including, without limitation, all claims of any 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 with respect to any property described in this Exhibit "B", and any condemnation or requisition payments with respect to any property described in this Exhibit "B", in each case whether now existing or hereafter arising.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any property described in this Exhibit "B" or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "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 or availability of such remedy.

"Intellectual Property" shall mean collectively all of the following: Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses.