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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/19/2009 11:41 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**FIRST HAWAIIAN BANK
 COMMERCIAL REAL ESTATE DIVISION
 Attn: MR. JON FUKAGAWA
 999 BISHOP STREET
 11th FLOOR
 HONOLULU, HI 96813**

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
HRC McCOOK, LLC

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
529 KEALALOA AVENUE MAKAWAO HI 96768 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC DELAWARE 4657487 NONE

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

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

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
FIRST HAWAIIAN BANK

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
999 BISHOP STREET HONOLULU, HI 96813 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Box 400-CTCC

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

8457477 D2289 5885

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N/A

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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		
HRC MCCOOK, 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) NONE

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:

SEE EXHIBIT B ATTACHED HERETO

16. Additional collateral description:

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

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

Debtor is a Trust or Trustee acting with respect to property held in trust or 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

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EXHIBIT A TO UCC FINANCING STATEMENT

(HRC McCOOK, LLC – “Debtor”)

Collateral. The word “Collateral” means all of the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

FIRST: All right, title and interest of the Debtor in and to any and all contracts, permits, government authorizations and property management agreements (the “Property Agreements”), respecting the management or operation of, or otherwise pertaining to, the real property more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Property”);

Together with all of the Debtor’s rights and remedies thereunder, and the benefit of all covenants therein;

SECOND: All right, title and interest of the Debtor in and to any and all leases, partial assignments, subleases and other contracts of conveyance (the “Leases”) for any portion of the Property or any of the other items of Collateral described herein, including any and all modifications and extensions thereof;

Together with all of the Debtor’s rights and remedies thereunder, and the benefit of all covenants therein, including, without limitation thereto, the right to receive all moneys, rents or payments of every other kind due or to become due to the Debtor under the Leases;

THIRD: All right, title and interest of the Debtor in and to any and all binders or policies of insurance of any kind (the “Insurance Policies”) covering all or any portion of the Property or any of the other items of Collateral described herein, and any and all riders, amendments, extensions, renewals, supplements or revisions thereof

Together with all of the Debtor’s rights and remedies thereunder, the benefit of all covenants therein and all proceeds therefrom;

FOURTH: All right, title and interest of the Debtor in and to all of the Debtor’s personal property of any kind, including, without limitation, all machinery, equipment and building materials, furniture, fixtures, furnishings, fittings, attachments, and appliances, including ranges, disposals, heaters, washers, dryers, dishwashers, devices and appurtenances of every kind and description, now or hereafter affixed to, placed upon, or used in connection with the construction of, the improvements on the Property, intended to be incorporated into such improvements, substantially consumed in such construction operations, or specially fabricated for incorporation in such improvements, as well as all of the Debtor’s personal property of any kind and description purchased for use in connection with such improvements, whether or not affixed to or placed upon the Property, together with all additions to, substitutions for, changes in, and replacements or renewals of, the whole or any part of such property;

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FIFTH: All right, title and interest of the Debtor in and to any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises by any public or quasi-public authority or corporation as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Property, to the extent of all amounts which may be secured by any mortgage of the Property held by the Secured Party at the date of receipt of any such award or payment by the Secured Party, including the counsel fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment, the Debtor agreeing to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment.

Together with all proceeds from any portion of the Collateral described above.

The Property Agreement, the Leases, and the Insurance Policies are hereinafter sometimes collectively called the "Contracts". All articles of property described in items THIRD through FIFTH are hereinafter sometimes collectively called the "Personal Property".

Debtor acknowledges and agrees that, with respect to any term used in this definition that is defined in either (a) Article 9 of the Uniform Commercial Code as in force in Hawaii at the time that the Security Agreement dated as of March 18, 2009 was signed by HRC McCook, LLC, a Delaware limited liability company ("Debtor"), (b) Article 9 as in force at any relevant time in the jurisdictions in which a financing statement is filed, or (c) in this Agreement the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the three definitions.

In addition, the word "Collateral" includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (a) All accessions, increases, and additions to and all replacements of and substitutions for any property described above.
- (b) All accounts, contract rights, general intangibles, instruments, monies, payments, and all other rights relating and incident thereto, or arising out of a sale, lease, or other disposition of any of the property described in this definition.
- (c) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this definition.
- (d) All records and data relating to any of the property described in this definition, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

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**EXHIBIT B
TO UCC FINANCING STATEMENT**

(HRC McCOOK, LLC – “Debtor”)

LEGAL DESCRIPTION

LOT 2 IN FINAL PLAT OF SUBDIVISION OF MCCOOK INDUSTRIAL CENTER II
FOURTH RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST ¼
OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JULY 11, 2007 AS DOCUMENT 0719222068, IN COOK COUNTY, ILLINOIS.

Commonly known as: 8701 West 50th Street, McCook, Illinois.

PIN: 18-11-136-007-0000

Cook County Clerk's Office