

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1809234060

Doc# 1809234060 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2018 03:19 PM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) Daniel Weede, Esq.
B. E-MAIL CONTACT AT FILER (optional) dweede@carltonfields.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Carlton Fields Jordan Burt 1201 West Peachtree Street Suite 3000 Atlanta, Georgia 30309

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1b blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Pearlshire Embassy, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME HC Mezz LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A and Schedule A attached hereto.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:
 Seller/Buyer Bailee/Bailor Licensee/Licenser

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

[County Filing]

08

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

Pearlshire Embassy, LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto.

17. MISCELLANEOUS:

UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

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 1/2 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 NUMBER 26374113, (LESS AND EXCEPT THAT PART TAKEN THROUGH CONDEMNATION CASE 89L50751 AND EXCEPT THAT PART OF THE LAND CONVEYED TO THE VILLAGE OF SCHAUMBURG FALLING IN MEACHAM ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ACCORDING TO FINAL JUDGMENT ORDER CONDEMNATION CASE NUMBER 89L50751 FILED NOVEMBER 14, 1995 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 39 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 4.57 FEET; THENCE SOUTHERLY 597.15 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13713.33 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 4 DEGREES 40 MINUTES 29 SECONDS WEST, 597.10 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 69 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 4.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ACCORDING TO FINAL JUDGMENT ORDER CONDEMNATION CASE NUMBER 89L50751; THENCE NORTH 5 DEGREES 12 MINUTES 24 SECONDS EAST ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD, A DISTANCE OF 127.51 FEET (127.49 FEET, RECORDED); THENCE NORTHERLY 471.03 FEET (470.97 FEET, RECORDED) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MEACHAM ROAD ON A CURVE TO THE LEFT HAVING A RADIUS OF 11529.16 FEET, THE CHORD OF SAID CURVE BEARS NORTH 4 DEGREES 26 MINUTES 52 SECONDS EAST, 471.00 FEET (470.93 FEET, RECORDED) TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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 NUMBER 25406331, FOR INGRESS AND EGRESS AND UTILITIES UPON, OVER, ALONG, AND ACROSS "DRUMMER DRIVE" AS DEPICTED ON EXHIBIT "3" OF DOCUMENT NUMBER 25406331.

PARCEL 3:

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 NUMBER 26442124 AND CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442125.

PARCEL 4:

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 NUMBER 25406331 FOR DRAINAGE OVER AND UPON THE "STORM WATER DETENTION AREAS" AS DEPICTED ON EXHIBIT "3" OF DOCUMENT NUMBER 25406331.

PARCEL 5:

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 NUMBER 25342431, WITHIN THE AREA

UNOFFICIAL COPY

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 NUMBER 26374113, WITHIN THE AREAS MARKED "UTILITY EASEMENTS HEREBY DEDICATED" AND "EXISTING UTILITY EASEMENTS", FOR THE PURPOSES OF SEWER, GAS AND WATER SERVICES.

PARCEL 6:

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 NUMBER 26442124 AND AS CREATED BY DEED RECORDED DECEMBER 17, 1982 AS DOCUMENT NUMBER 26442125, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

PERPETUAL AND NON-EXCLUSIVE EASEMENT FOR THE PARKING OF MOTOR VEHICLES AND INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS TO AND FROM PARCEL 1 OVER THE OFFICE PARCEL PARKING AREA AS CREATED AND DEFINED IN THE PARKING EASEMENT AGREEMENT DATED NOVEMBER 11, 1995 AND RECORDED DECEMBER 29, 1995 AS DOCUMENT NUMBER 95908016 AND RE-RECORDED DECEMBER 6, 1996 AS DOCUMENT NUMBER 96926551 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 107177-00 AND QUEBEC STREET INVESTMENTS INC.

Property Address: 1939 N. Meacham Road, Schaumburg, IL

PIN#s: 07-01-101-007-0000; 07-12-101-022-0000

UNOFFICIAL COPY

SCHEDULE A

to

UCC-1 FINANCING STATEMENT

Debtor: PEARLSHIRE EMBASSY LLC
a Delaware limited liability company

Secured Party: HC MEZZ LLC
a Delaware limited liability company

The financing statement covers all of Debtor's right, title and interest in, to and under the Collateral.

For the purposes hereof, the following terms shall have the respective meanings set forth below:

"**Collateral**" means all of the following, whether now owned or hereafter acquired, now existing or hereafter arising and wherever located:

- (i) the Pledged Interests;
- (ii) all rights, privileges, authority and power arising from Debtor's interests in the Company;
- (iii) the capital of Debtor in the Company and any and all profits, losses, distributions and allocations attributable thereto as well as the proceeds of any distribution thereof, whether arising under the terms of any organizational document of the Company or otherwise;
- (iv) all other payments, if any, due or to become due to Debtor in respect of the Pledged Interests or the other collateral encumbered by the Agreement under or arising out of any organizational document of the Company or otherwise, whether as contractual obligations, damages, insurance proceeds, condemnation awards, loan repayments or otherwise (including, without limitation, all other Collateral);
- (v) all of Debtor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under or arising out of the ownership of the Collateral;
- (vi) all present and future claims, if any, of Debtor against the Company, for monies loaned or advanced, for services rendered or otherwise;
- (vii) to the extent permitted by applicable law, all of Debtor's rights, if any, in the Company, pursuant to any organizational document of the Company, or at law, to exercise and enforce every right, power, remedy, authority, option and privilege of

UNOFFICIAL COPY

Debtor relating to the Pledged Interests, including, without limitation, the right to execute any instruments and to take any and all other action on behalf of and in the name of Debtor in respect of the Pledged Interests, and the Company, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce or collect any of the foregoing or any property of the Company, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and

(viii) to the extent not otherwise included, all Proceeds thereof.

“**Code**” means the Uniform Commercial Code from time to time in effect in the State of New York.

“**Company**” means Pearlshire Schaumburg LLC, an Illinois limited liability company.

“**Pledged Interests**” means all of the limited liability company interests in the Company, being all of the limited liability company interests authorized, issued and outstanding, together with all limited liability company interest certificates, options or rights of any nature whatsoever which may be issued or granted by the Company to Debtor while the Agreement is in effect.

“**Proceeds**” means all “proceeds” as such term is defined in the Code and, in any event, shall include, without limitation, all dividends or other income from the Pledged Interests, collections thereon or distributions with respect thereto.

All other capitalized terms used herein, but not defined herein shall have the meaning as stated in the Pledge Agreement made between Debtor and Secured Party on or about March 29, 2018 (the “Agreement”)