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1910222090

Doc# 1910222090 Fee \$48.00

11902998 3 of 3
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2019 01:58 PM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Greer, Herz & Adams, L.L.P. 2525 South Shore Boulevard, Suite 203 League City, Texas 77573 Attn: Ginger Correa

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 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
ARLINGTON HEIGHTS L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
5005 West Touhy Avenue, Suite 200,		Skokie	IL	60077
				COUNTRY
				USA

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				
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				
American National Life Insurance Company of New York				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2525 South Shore Boulevard, Suite 207		League City	TX	77573
				COUNTRY
				USA

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

See Exhibit "One" attached hereto and made a part hereof.

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

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

408686 LCM #19-1005; to be recorded with the County Clerk of Cook County, Illinois

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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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME Arlington Heights L.L.C.	
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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> 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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate: See Exhibit "A" attached hereto and made a part hereof.</p>
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17. MISCELLANEOUS:

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NAME OF DEBTOR: ARLINGTON HEIGHTS L.L.C.

EXHIBIT "One"

This Financing Statement covers the following collateral ("Collateral"):

(1) all of the goods, articles of personal property, accounts, general intangibles, instruments, documents, furniture, furnishings, equipment and/or fixtures of every kind and nature whatever (including, without limitation, the items described in subsection (2) - (8) below) now or hereafter owned by Debtor, in or hereafter placed in, or used or which may become hereafter used, in connection with or in the use, enjoyment, ownership or operation of the real estate described on Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Property"), including without limitation, the hotel operation being conducted therein (the "Hotel"), together with all additions thereto, replacements thereof, substitutions therefor and all proceeds thereof;

(2) all rents, rentals, payments, compensations, revenues, profits, incomes, leases, licenses, Gross Hotel Revenues (as hereinafter defined), concession agreements, parking agreements, insurance policies, plans and specifications, contract rights (including all franchise agreements, accounts (including, without limitation, the advance reservations and bookings for the Hotel, as the same may be amended, canceled and renewed by Debtor or any hotel operator in accordance with its rights under any hotel management agreement and advance deposits made in respect thereof; and all accounts receivable arising from the operation of the Hotel, including, without limitation, any and all accounts receivable owing from any guests of the Hotel incurred during that guest's stay); all escrowed funds (including, without limitation, the Capital Improvement Reserve, as defined below) accounts, escrowed funds, and general intangibles in any way relating to the Mortgaged Property or used or useful in the use, enjoyment, ownership or operation of the Mortgaged Property to the extent Debtor has a right to grant a security interest therein;

(3) all names, trade names, signs, marks, and trademarks under or by which the Mortgaged Property may at any time be operated or known, all rights to carry on business under any such names, trade names, signs, marks and trade marks, or any variant thereof, any goodwill in any way relating to which the Mortgaged Property, or any part thereof, is known or operated and all of Debtor's rights to carry on the business of Debtor or the Hotel under all such names, trade names, signs, marks and trade marks, or any variant thereof;

(4) all telephones, televisions, bedding, bed linens, towels, window treatments, safety equipment and tangible articles of personal property owned or leased by Debtor used or useful in the use, enjoyment, ownership or operation of the Mortgaged Property; all inventories of supplies used in connection with the operation of the business of the Hotel including, without limitation, paper goods, brochures, office supplies, food and beverage inventory (to the extent the transfer of same is permissible under applicable law), chinaware, glassware, flatware, table linens, soap and other operational and guest supplies located at the Hotel; all of the books, records, files, budgets, projects, strategic plans, business plans and specifications, drawings, test reports, inspections and engineering reports, guest registers, employment records (to the extent permitted by applicable law), maintenance records, rental and reservation records, and any customer or frequent guest lists of Debtor in connection with the use, enjoyment, ownership or operation of the Mortgaged Property;

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NAME OF DEBTOR: ARLINGTON HEIGHTS L.L.C.

(5) all governmental permits relating to construction on the Mortgaged Property, and all other consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality in respect to the Hotel, held or used by Debtor relating to the Hotel under all such name or names and any variant or variance thereof;

(6) any and all deposits, awards, damages, payments, escrowed monies, insurance proceeds, condemnation awards or other compensation, and interests, fees, charges or payments accruing on or received from or to be received on any of the foregoing in any way relating to the Mortgaged Property, or the ownership, enjoyment or operation of the Mortgaged Property together with all proceeds of all of the foregoing described herein;

(7) any and all cash, securities, uncertificated securities, investment property, securities accounts, financial assets, deposit accounts, securities entitlements and other personal property now or hereafter in or coming into or being credited to, or represented by any account, including, without limitation, all interest, dividends, rights, options, powers, splits and income thereon; and

(8) any and all products, proceeds, substitutions, renumberings and replacements of any of the Collateral described herein.

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NAME OF DEBTOR: ARLINGTON HEIGHTS L.L.C.

EXHIBIT "A"

MORTGAGED PROPERTY

Parcel 1:

Lot 1 in Arlington Heights Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat recorded as document number 25261219 and filed as document LR3133810 in Cook County, Illinois, except the following described land:

Beginning at the Northeast corner of said Lot 1; thence on an assumed bearing of South 10 degrees 40 minutes 00 seconds West along the Easterly line of said Lot 1 a distance of 20.80 feet to a point on a 1,375.00 foot radius curve, the center of circle of said curve bears North 26 degrees 35 minutes 14 seconds East from said point; thence Northwesterly along said curve, radius 1,375.00 feet, central angle 8 degrees 23 minutes 05 seconds, 201.22 feet to a point on a 2,547.29 foot radius curve, the center of circle said curve bears North 27 degrees 55 minutes 41 seconds East from said point; thence Northwesterly along said curve, radius 2,547.29 feet, central angle 3 degrees 41 minutes 37 seconds, 164.21 feet; thence South 31 degrees 39 minutes 17 seconds West 9.00 feet to a point on a 2,551.07 foot radius curve, the center of circle of said curve bears North 32 degrees 51 minutes 12 seconds East from said point, thence Northwesterly along said curve, radius 2,551.07 feet, central angle 0 degrees 35 minutes 54 seconds, 26.64 feet to the Westerly line of said Lot 1; thence North 32 degrees 56 minutes 06 seconds East along the said Westerly line of Lot 1 a distance of 14.43 feet to the Northwest corner of said Lot 1, being also a point on a 2,541.29 foot radius curve, the center of circle of said curve bears North 32 degrees 12 minutes 53 seconds East from said point; thence Southeasterly along said curve, being also the Northerly line of said Lot 1, radius 2,541.29 feet, central angle 5 degrees 37 minutes 38 seconds, 249.59 feet (249.56 feet, recorded); thence South 63 degrees 24 minutes 45 seconds East along tangent, being also the Northerly line of said Lot 1 a distance of 135.20 feet to the point of beginning.

Parcel 2:

Reciprocal easements for ingress and egress appurtenant to and for the benefit of Parcel 1 as created by Reciprocal Easement Agreement dated August 2, 1979 and recorded October 1, 1979 as document 25171074 and filed October 1, 1979 as document LR3121973, as amended by First Amendment to Reciprocal Easement Agreement dated January 27, 1981 and recorded June 4, 1981 as document 25893428 and filed June 4, 1981 as document LR3218008, pertaining to the following parcels of land;

Parcel A: Lot 1 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel B: Lot 2 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

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NAME OF DEBTOR: ARLINGTON HEIGHTS L.L.C.

Parcel C: Lot 3 in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel D: Lot 2 in Carl M. Teutsch Subdivision of part of the East half of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

Easement for creation and maintenance of a detention/retention pond appurtenant to and for the benefit of Parcel 1 created by Easement and Operating Agreement dated December 1, 1979 and recorded January 4, 1980 as document 25306989 and filed January 4, 1980 as document LR3139276, as amended by instrument recorded March 7, 1983 as document 26527048 and filed March 7, 1983 as document LR3296792, pertaining to Lots 1, 2 and 3, described therein as Easement Parcels A, B and C, in Arlington Place Subdivision, being a subdivision in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 08-16-200-101-0000

ADDRESS: 75 W. Algonquin Rd., Arlington Heights, IL 60005