

# UNOFFICIAL COPY

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Karen A. Yarbrough  
Cook County Clerk  
Date: 01/12/2023 11:47 AM Pg: 1 of 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
JOYCE POLIVKA (312) 408-7204

**B. E-MAIL CONTACT AT FILER (optional)**  
jpolivka@fieldandgoldberg.com

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**

JAY R. GOLDBERG  
FIELD AND GOLDBERG, LLC  
10 SOUTH LaSALLE STREET  
SUITE 2910  
CHICAGO, IL 60603

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  
SAMWON USA, INC.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
SCHAUMBURG	IL	60173	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  
FIFTH THIRD BANK, NATIONAL ASSOCIATION

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
CHICAGO	IL	60606	USA

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

SEE EXHIBIT 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

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/Ballor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

TO BE RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS (RLOC JUNIOR MORTGAGE LOAN)

International Association of Commercial Administrators (IACA)

6076  
AI  
Kouros  
8923793PE

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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

9a. ORGANIZATION'S NAME

**SAMWON USA, INC.**

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 B ATTACHED HERETO**

17. MISCELLANEOUS:

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NAME OF FIRST DEBTOR:  
SAMWON USA, INC.

## EXHIBIT A

### DESCRIPTION OF COLLATERAL

All right, title and interest of Debtor in the following property and interests in property, in each case whether now existing or hereafter arising or acquired by Debtor, regardless of where it is located:

- (a) All Accounts, all Inventory, all Equipment, all General Intangibles and all Investment Property.
- (b) All instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, contracts, agreements, contract rights or other property, owned by Debtor or in which Debtor has an interest, including but not limited to, those which now or hereafter are in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Secured Party, and any deposit accounts of Debtor with Secured Party, including all demand, time, savings, passbook or other accounts and all deposits therein.
- (c) All now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, farm products, general intangibles, supporting obligations, software, commercial tort claims, minerals, standing timber and growing crops and all rents, issues, profits, products and proceeds thereof, wherever any of the foregoing is located.
- (d) All proceeds and products of any of the foregoing and all additions and accessions thereto, replacements thereof, supporting obligations therefor, software related thereto, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, all fixtures attached or appurtenant thereto, all leases thereof, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein.

As used herein, the following capitalized terms shall have the following meanings:

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NAME OF FIRST DEBTOR:  
SAMWON USA, INC.

- (a) "Accounts" means all accounts, accounts receivable, health-care insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the Uniform Commercial Code.
- (b) "Equipment" means all goods (excluding Inventory, Farm Products or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts and jigs (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party's copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, all supplies used or useful in connection therewith, and all "Equipment" as same is now or hereinafter defined in the Uniform Commercial Code.
- (c) "General Intangibles" means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, the equipment containing any such information, and all "General Intangibles" as same is now or hereinafter defined in the Uniform Commercial Code.
- (d) "Inventory" means goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all "Inventory" as same is now or hereinafter defined in the Uniform Commercial Code.

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- (e) "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account and all "Investment Property" as same is now or hereafter defined in the Uniform Commercial Code.

Property of Cook County Clerk's Office

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NAME OF FIRST DEBTOR:  
SAMWON USA, INC.

## EXHIBIT B

### LEGAL DESCRIPTION

#### **Parcel 1:**

That part of the Northwest  $\frac{1}{4}$  of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, described by: Commencing at the Southwest corner of said Northwest  $\frac{1}{4}$  and running thence Easterly along the South line of said Northwest  $\frac{1}{4}$ , 119.36 feet for a place of beginning, thence continuing Easterly along said South line, 394.52 feet; thence Northerly parallel with the West line of said Section 486.76 feet to a line drawn 165.0 feet Southerly of (as measured at right angles to) and parallel with the Southerly right of way line of the Northern Illinois Toll Highway; thence Northwesterly along said parallel line, 399.12 feet; thence Southerly parallel with said West line of the Northwest  $\frac{1}{4}$ , 548.20 feet to the place of beginning, in Cook County, Illinois.

#### **Parcel 2:**

Easement appurtenant to and for the benefit of Parcel 1 to install, construct, reconstruct, operate, maintain, alter, replace and remove one access roadway in, under, upon, through and across a strip of land, 82.5 feet in width, described as follows:

That part of the East 50 feet of the West 523.88 feet of the Northwest  $\frac{1}{4}$  of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, falling within the following described property: All those parts of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 11 and of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 12, all in Township 41 North, Range 10 East of the Third Principal Meridian, commencing at the Northwest corner of the South East  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, thence Southerly along the West line of the South East  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, a distance of 385.64 feet to the point of beginning of the parcel of land herein described; thence Southeasterly along a line forming an angle of 81 degrees 6 minutes to the left with the last described line extended, a distance of 2310.55 feet, and said line being the Southerly line of that certain tract of land conveyed by John Freish and Elsie Freish, his wife, to the Illinois State Toll Highway Commission for a connecting road between Plum Grove Road and Meacham Road ("Parcel "N"-6"C"-68), by Warranty Deed dated April 5, 1957 recorded April 9, 1957 in Book 54770 on Page 59 as Document 16872663; thence Southerly along a Southwesterly line of that certain tract of land so conveyed by Deed dated April 5, 1957, forming an angle of 26 degrees 39 minutes 22 seconds with the last described line extended, a distance of 183.89 feet thence Northwesterly along a line forming an angle of 153 degrees 20 minutes 38 seconds with the last described course extended, a distance of 2461.97 feet to the West line of the South East  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11; thence Northerly along the West line of the South East  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, a distance of 83.50 feet to the point of beginning, all in Cook County, Illinois, as created by Easement

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NAME OF FIRST DEBTOR:  
SAMWON USA, INC.

Agreement made by and between the Northern Illinois Gas Company and First National Bank of Des Plaines, as trustee under trust agreement dated October 1, 1979 and known as Trust Number 96542839 dated November 6, 1978 and recorded October 30, 1979 as Document 25217149 and re-recorded January 21, 1980 as Document 25328414, in Cook County, Illinois.

**Parcel 3:**

Easement appurtenant to and for the benefit of Parcel 1 to install, construct, reconstruct, operate, maintain, alter, repair, replace and remove a driveway over the following described parcels of real estate:

Parcel 'A': The Southerly 82.5 feet of the Northerly 165 feet adjoining the Southerly right of way line of the Northwest Tollway in the Northwest  $\frac{1}{4}$  of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, lying between a line drawn 119.36 feet East of and parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 12 and a line drawn 513.88 feet East of and parallel with the West line of the aforesaid Northwest  $\frac{1}{4}$  of Section 12 (also lying within Northern Illinois Gas Company's 82.5 feet wide Dubuque right of way, Parcel 6-68, in the Section, Township and Range aforesaid), in Cook County, Illinois, and;

Parcel 'B': Beginning at the point of intersection of a line drawn parallel with and 119.36 feet East of the West line of the Northwest  $\frac{1}{4}$  of Section 12 aforesaid, with a line drawn parallel with and 165 feet Southerly of the Southerly right of way line of the Northwest Illinois Toll Highway (said line being the Southerly line of the Northern Illinois Gas Company right of way); thence Northerly parallel with said West line of the Northwest  $\frac{1}{4}$  of Section 12, a distance of 83.5 feet, more or less, to the Northerly line of said Gas Company right of way; thence Westerly on said Northerly line, 30.0 feet; thence Southeasterly on a straight line to the place of beginning, all in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, as created by the Grant of Easement to the First National Bank of Des Plaines, as trustee under trust agreement dated October 1, 1979 and known as Trust Number 96542839, their successors and assigns, dated August 1, 1981 and recorded August 27, 1981 as Document 25981968, and as modified by that Modification of Easement Agreement dated March 1, 1982 and recorded March 25, 1982 as Document 26182430.

**Address of Property:**  
1261 Wiley Road  
Schaumburg, IL 60173

**Permanent Index No.:**  
07-12-100-015-0000