

UNOFFICIAL COPY

Debtor(s) (Last Name First) and address(es)

Vencor, Inc.
680 South Fourth Avenue
Louisville, KY 40202

Secured Party(ies) and address(es)

Morgan Guaranty Trust Company of
New York, as Second Priority
Collateral Agent
500 Stanton Christiana Road
Newark, DE 19713



0010418693

1. This financing statement covers the following types (or items) of property:

See Schedule I attached hereto and made a part hereof. This UCC-2 is to be indexed in the Real Estate records. See Exhibit A attached hereto and made a part hereof for the legal description.

ASSIGNEE OF SECURED PARTY

0010418693

2280/0031 52 001 Page 1 of 11

2001-05-18 08:48:39

Cook County Recorder 41.50

Facility #637, 690, 671

2. (If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on ~~[The above timber is standing on ...]~~ ~~[The above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on ...]~~ (Strike what is inapplicable) (Describe Real Estate) See Exhibit A attached hereto and made a part hereof. and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

4. Products of Collateral are also covered

S
P.10
S. J. O.
M. Y. E.

Additional sheets presented
 Filed with Recorder's Office of

Cook County, Illinois.

Vencor, Inc.

By:
Signature of (Debtor)
Morgan Guaranty Trust Company of New York,
By: as Second Priority Collateral Agent
(Secured Party)*

FILING OFFICER-ALPHABETICAL

REV 3/75

* Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC §9-402(2)
Printed by UCC Control - LibraSoft, Inc.
551 W. Cordova #708, Santa Fe, NM 87501

This form of financing statement is approved by the Illinois Secretary of State.

Property of Cook County Clerk's Office

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Debtor(s) (Last Name First) and address(es)
Vencor, Inc.
680 South Fourth Avenue
Louisville, KY 40202

Secured Party(ies) and address(es)
Morgan Guaranty Trust Company of
New York, as Second Priority
Collateral Agent
500 Stanton Christiana Road
Newark, DE 19713

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See Schedule I attached hereto and made a part hereof. This UCC-2 is to be indexed in the Real Estate records. See Exhibit A attached hereto and made a part hereof for the legal description.

ASSIGNEE OF SECURED PARTY
0010418693
2280/0031 52 001 Page 1 of 11
2001-05-18 08:48:39
Cook County Recorder 41.50

Facility #637, 690, 671

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3. (If applicable) The above goods are to become fixtures on ~~the above timber is standing on~~ ~~the above minerals or the like (including oil and gas) accounts will be financed at the wellhead or minehead of the well or mine located on~~ (Strike what is inapplicable) (Describe Real Estate)
See Exhibit A attached hereto and made a part hereof.

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

4. Products of Collateral are also covered

Additional sheets presented
 Filed with Recorder's Office of

Cook County, Illinois
County

Vencor, Inc.
By: *[Signature]*
Signature of (Debtor)
Morgan Guaranty Trust Company of New York,
By: *[Signature]*
Collateral Agent
(Secured Party)

*S
P-10
S-10
M-10
E*

FILING OFFICER-NUMERICAL

REV 3/75

This form of financing statement is approved by the Illinois Secretary of State.

* Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered by UCC §9-402(2)
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The interest of the Secured Party in the collateral described herein is junior and subordinate to the interests of Morgan Guaranty Trust Company of New York, and its successors and assigns, as collateral agent for certain secured parties, including the lenders from time to time party to that certain \$120,000,000 Credit Agreement dated on or about April 20, 2001, as amended, restated, supplemented, modified, refinanced or replaced from time to time, with Vencor Operating Inc. (to be renamed Kindred Healthcare Operating, Inc.) and Vencor, Inc. (to be renamed Kindred Healthcare, Inc.) in accordance with the provisions of that certain Subordination and Intercreditor Agreement dated on or about April 20, 2001, among Vencor Operating Inc. (to be renamed Kindred Healthcare Operating, Inc.) and Vencor, Inc. (to be renamed Kindred Healthcare, Inc.), and Morgan Guaranty Trust Company of New York, as Second Priority Collateral Agent and as Senior Collateral Agent, as amended from time to time.

SCHEDULE I TO UCC-1 FINANCING STATEMENT

This financing statement covers the following types and items of property (all such property being hereinafter referred to as the "Collateral").

Leasehold Estate. All estate, right, title and interest of the Debtor in, to, under or derived from the lease or leases described in Exhibit A affecting the parcel or parcels of land located in the City or County and State or Commonwealth more particularly described in Exhibit A (the "Land") and certain other parcels described in the aforesaid lease or leases, including all amendments, supplements, consolidations, substitutions, extensions, renewals and other modifications of such lease or leases now or hereafter entered into in accordance with the provisions thereof or otherwise (including all "Separate Leases," "New Leases," "Section 40.14 Leases," and "New Master Leases" (as defined in the lease or leases described in Exhibit A) derived from the described in Exhibit A (collectively, the "Master Lease")); together with all other, further, additional or greater estate, right, title or interest of the Debtor in, to, under or derived from the Land and the Improvements now or hereafter located thereon which may at any time be acquired by the Debtor by the terms of the Master Lease, by reason of the exercise of any option thereunder or otherwise, including the right of the Debtor to possession under Section 365 of the Bankruptcy Code in the event of the rejection of the Master Lease by the landlord thereunder or its trustee pursuant to said Section; and together with all rights and benefits of whatsoever nature derived or to be derived by the Debtor under the Master Lease, including (subject to the terms hereof) the rights to exercise options, to give consents, to modify, extend or terminate the Master Lease, to surrender the Master Lease, to elect to treat the Master Lease as rejected or to remain in possession under Section 365(h) of the Bankruptcy Code, and to receive all deposits and other amounts payable to the Debtor under the Master Lease (the foregoing being collectively referred to as the "Leasehold Estate").

Improvements. All estate, right, title and interest of the Debtor under the Master Lease in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Land, including all parking areas, roads, driveways, walks, fences, walls and berms; all estate,

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right, title and interest of the Debtor in, to, under or derived from all items of fixtures, equipment and personal property of every kind and description, in each case now or hereafter located on the Land or affixed (actually or constructively) to the Improvements which by the nature of their location thereon or affixation thereto, or otherwise, are real property under applicable law or an interest in them arises under real estate law including: all drainage and lighting facilities and other site improvements; all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone, telecommunications and other utility equipment and facilities; all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire protection and sprinkler, surveillance and security, vacuum cleaning, public address and communications equipment and systems; all pipes, elevators, escalators, motors, electrical, computer and other wiring, machinery, fittings and racking and shelving; all walls, screens and partitions; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Collateral immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein (the foregoing being collectively called the "Improvements").

Personal Property and Equipment. All estate, right, title and interest of the Debtor in, to, under or derived from all component parts of the Improvements, fixtures, chattels and articles of personal property owned by the Debtor or in which the Debtor has or shall acquire an interest, wherever situated, and now or hereafter located on, attached to or contained in the Land and the Improvements, whether or not attached thereto and which are not real property under applicable law, including all partitions, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, gas, steam, electrical, incinerating and compacting plants, systems, fixtures and equipment, elevators, stoves, ranges, vacuum and other cleaning systems, call systems, switchboards, sprinkler systems and other fire prevention, alarm and extinguishing apparatus and materials, motors, machinery, pipes, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, trunks, ducts, appliances, equipment, utensils, tools, implements, fittings and fixtures.

Appurtenant Rights. All estate, right, title and interest of the Debtor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the property; the streets, roads, sidewalks and alleys abutting the Land; all strips and gores within or adjoining the Land; all land in the bed of any body of water adjacent to the Land; all land adjoining the Land created by artificial means or by accretion; all air space and rights to use air space above the Land; all development or similar rights now or hereafter appurtenant to the Land; all rights of ingress and egress now or hereafter appertaining to the property; all easements and rights of way now or hereafter appertaining to the property; and all royalties and other rights now or hereafter appertaining to the use and enjoyment of the property, including alley, party walls, support, drainage, crop, timber, agricultural, horticultural, oil, gas and other mineral, water stock, riparian and other water rights.

Agreements. All estate, right, title and interest of the Debtor in, to, under or derived from all insurance policies (including all unearned premiums and dividends thereunder), all guarantees and warranties relating to the property, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities now or hereafter relating to the property and all other contract rights, now or hereafter relating to the use or operation of the property.

Leases. All estate, right, title and interest of the Debtor in, to, under or derived from all leases now or hereafter in effect, whether or not of record, for the use or occupancy of all or any part of the property.

Rents, Issues and Profits. All estate, right, title and interest of the Debtor in, to, under or derived from all rents, royalties, issues and profits, including during any period of redemption, now or hereafter accruing with respect to the property, including all rents and other sums now or hereafter, including during any period of redemption, payable pursuant to the leases; all other sums now or hereafter, including during any period of redemption, payable with respect to the use, occupancy, management, operation or control of the property; and all other claims, rights and remedies now or hereafter, including during any period of redemption, belonging or accruing with respect to the property, including deficiency rents and liquidated damages following default or cancellation.

Proceeds. All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any transfer, financing, refinancing or conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Collateral, including all casualty proceeds and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any of the Collateral, all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided herein, and in each of the Credit Agreement and the Security Agreement, to be held, applied and disbursed as provided in the Credit Agreement and the Security Agreement.

Permits. To the extent permitted by Applicable Laws, all estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, concessions, grants, franchises, consents, approvals and other permits now or hereafter appertaining to the property.

Additional Property. All greater, additional or other estate, right, title and interest of the Debtor in, to, under or derived from the Collateral hereafter acquired by the Debtor, including all right, title and interest of the Debtor in, to, under or derived from all extensions, improvements, betterments, renewals, substitutions and replacements of, and additions and appurtenances to, any of the Collateral hereafter acquired by or released to the Debtor or constructed or located on, or affixed to, the property, in each case, immediately upon such acquisition, release, construction, location or affixation; all estate, right, title and interest of the Debtor in, to, under or derived from any other property and rights which are, by the provisions of the financing documents, required to be subjected to the lien hereof; all estate, right, title and interest of the Debtor

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in, to, under or derived from any other property and rights which are necessary to maintain the property and the Debtor's business or operations conducted therein as a going concern, in each case, to the fullest extent permitted by law, without any further conveyance, mortgage, assignment or other act by the Debtor; and all estate, right, title and interest of the Debtor in, to, under or derived from all other property and rights which are by any instrument or otherwise subjected to the lien hereof by the Debtor or anyone acting on its behalf.

Property of Cook County Clerk's Office

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10418693

EXHIBIT A

DESCRIPTION OF THE MASTER LEASE

Facility No. 637: 2544 West Montrose Avenue, Chicago, Cook County

Master Lease Agreement General Terms and Conditions dated as of April 30, 1998, a memorandum of which dated April 30, 1998 was recorded in Cook County, Illinois, on August 27, 1998, as Document No. 98766159, , as amended and restated by that certain Amended and Restated Master Lease Agreement No. # dated as of April 22, 2001 among Ventas Realty, Limited Partnership, as Lessor, and Vencor, Inc. and Vencor Operating, Inc., as Tenant, an amended and restated or new memorandum of which will be recorded immediately prior to the recordation of this Mortgage.

DESCRIPTION OF THE LAND

See attached.

* The number of the Master Lease appears on the cover hereof.

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Facility # 4637

IL

10418693

THE LAND

PARCEL 1:

LOTS 16 TO 25 IN BLOCK 16 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 33 FEET LYING SOUTH OF THE NORTHWESTERN ELEVATED RAILROAD CO'S RIGHT OF WAY) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 16 TO 25 IN BLOCK 17 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 33 FEET LYING SOUTH OF THE NORTHWESTERN ELEVATED RAILROAD CO'S RIGHT OF WAY) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 5, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 IN A. S. TERRILL'S SUBDIVISION OF BLOCK 6 IN SUPERIOR COURT PARTITION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#4637 ILLINOIS
2544 Montrose Avenue, Chicago
PIN: 13-13-232-027/028/029/032
13-13-231-030/031/032/033
13-13-401-010/012
13-13-401-041/005/006

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10418593

EXHIBIT A

DESCRIPTION OF THE MASTER LEASE

Facility No. 690: 365 East North Avenue, Northlake, Cook County

Master Lease Agreement General Terms and Conditions dated as of April 30, 1998, a memorandum of which dated April 30, 1998 was recorded in Cook County, Illinois, on August 27, 1998, as Document No. 98766159 and Document No. 98766161, as amended and restated by that certain Amended and Restated Master Lease Agreement No. # dated as of April 20, 2001 among Ventas Realty, Limited Partnership, as Lessor, and Vencor, Inc. and Vencor Operating, Inc., as Tenant, an amended and restated or new memorandum of which will be recorded immediately prior to the recordation of this Mortgage.

DESCRIPTION OF THE LAND

See attached.

* The number of the Master Lease appears on the cover hereof.

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Facility # 4690

10418693

IL

THE LAND

LOTS 5, 6, 7, 8 (EXCEPT THE EAST 26 FEET THEREOF) IN BLOCK 1; ALSO LOTS 1, 2, 3, 4 AND 15 IN BLOCK 2, IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING:

A STRIP OF LAND OF VARIOUS WIDTHS OVER THAT PART OF LOT 14 IN BLOCK 2 IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 14; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 133.57 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 83 DEGREES 15 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42.02 FEET TO A LINE 42.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 32.00 FEET; THENCE SOUTH 35 DEGREES 19 MINUTES 49 SECONDS WEST 20.76 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 85.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 15 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 30.01 FEET TO THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE FOLLOWING:

THE NORTH 30.00 FEET OF LOT 9 IN BLOCK 1, (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT) IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#4690 ILLINOIS
365 East North Avenue, Northlake
PIN: 15-05-211-006/007/008/005
15-05-212-001/002/003/004/008

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EXHIBIT A

DESCRIPTION OF THE MASTER LEASE

Facility No. 671: 6130 North Sheridan Road, Chicago, Cook County

Master Lease Agreement General Terms and Conditions dated as of April 30, 1998, a memorandum of which dated April 30, 1998 was recorded in Cook County, Illinois, August 27, 1998, as Document Nos. 98413181, 98766159 and 98766161, as amended and restated by that certain Amended and Restated Master Lease Agreement No. # dated as of April 20, 2001 among Ventas Realty, Limited Partnership, as Lessor, and Vencor, Inc. and Vencor Operating, Inc., as Tenant, an amended and restated or new memorandum of which will be recorded immediately prior to the recordation of this Mortgage.

DESCRIPTION OF THE LAND

See attached.

* The number of the Master Lease appears on the cover hereof.

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Facility # 4671

IL

THE LAND

10418693

PARCEL 1:

LOTS 21, 23, 24 AND 25 IN BLOCK 10 OF COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9, 10 AND THE NORTH 22 FEET OF LOT 11 IN BLOCK 10 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

#4671

ILLINOIS

6130 North Sheridan Road, Chicago

PIN: 14-05-210-015/016/022/008/006/

005/004

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