



REORDER FROM  
Register, Inc.  
716 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

STATE OF ILLINOIS  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)  
JACOB BLAKE MANOR, LTD.  
1109 EMERSON STREET  
EVANSTON, IL 60201

Secured Party(ies) and address(es)  
UNITED STATES OF AMERICA, ACTING BY  
AND THROUGH THE SECRETARY OF HOUSING  
AND URBAN DEVELOPMENT  
451 7TH ST., S.W.  
WASHINGTON, D.C. 20410

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

SEE EXHIBIT "1" ATTACHED HERETO AND SPECIFIC REFERENCE MADE A PART HEREOF

PROJECT NO. 071-EE077/IL06-S941-019

ASSIGNEE OF SECURED PARTY

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

~~3. (If real property) This financing statement covers the following real property:~~  
THE PREMISES COMMONLY DESCRIBED AS NEC OF EMERSON AND DEWEY AVENUE, EVANSTON, IL AND LEGALLY DESCRIBED ON \_\_\_\_\_ 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. EXHIBIT "2" ATTACHED HERETO AND SPECIFIC REFERENCE MADE A PART HEREOF.

Additional sheets presented \_\_\_\_\_

Filed with Recorder's Office of \_\_\_\_\_ County, Illinois.

JACOB BLAKE MANOR, LTD.  
By: *Rev James C Wade*  
REV. JAMES C. WADE Signature of (Debtor) PRESIDENT  
By: \_\_\_\_\_ (Secured Party)\*

FILING OFFICER COPY - ALPHABETICAL Rev. 3/75

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

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

**EXHIBIT 1**

**DESCRIPTION OF COLLATERAL**

All of the following, which may be located on the premises of, relate to, or be used in connection with, the acquisition, construction, repair, ownership, management or operation of the assisted living facility called JACOB BLAKE MANOR, Project No. 071-EE077, located in the City of Evanston, County of Cook, in the State of Illinois (collectively, the "Project"), in which Debtor has an interest now or hereafter existing or acquired:

1. All articles of personal property owned by the Debtor now or later attached or used on or about the mortgaged property and intended for construction, reconstruction, alteration and/or repair of any building, structure or improvement now or hereafter erected or placed on the real property described on Exhibit "a" (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
  
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, chattels, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers, all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooking, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm, and extinguishing systems and apparatus; all cleaning equipment, all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interest signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or used or usable in the operation of any part of the Project or facilities erected

or to be erected in or upon the Property; and every renewal or replacement thereof articles in substitution therefore, whether or not the same are now or hereafter attached to the Property in any manner, all except for any right, title or interest therein owned by any tenant (it being agreed by the parties to the Security Agreement and any financing Statement executed by debtor in favor of Secured Party in order to create, preserve, continue, perfect or otherwise validate the security interest of the Secured Party in the Collateral therein described that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by the Mortgage, the Security Agreement and/or any Financing Statement as applicable.)

3. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including, but not limited to severance and consequential damages, payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made with respect to the Property as a result of, in connection with, or in lieu of, (i) any taking of the property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property (including but not limited to destruction or decrease in the value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefore and to apply, at its option, the net proceeds thereof, after deducting expenses of collections as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured hereby.
4. All of the Debtor's right, title and interest in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Project and the Property or any portion thereof, or any of the other property described herein.
5. The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, charges, and other benefits of the Project and the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all rights, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general

intangibles arising out of or in connection with any and all leases and subleases of the Project and the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

6. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contracts pertaining to the construction, development ownership, equipping and management of the Project and the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Project and the Property or any of the other property described herein, and all sewer taps and allocations, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the above project, agreements for utilities, bonds and the like, all relating to the Project and the Property.
7. All the records and books of account now or hereafter maintained by or on behalf of Debtor in connection with the Project.
8. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
9. All intangibles personal property, accounts licenses, permits, instruments, charges, contract rights, and chattel paper of the Debtor, including but not limited to cash, accounts receivable, bank accounts, certificates of deposits, securities, promissory notes, rents, rights (if any) to amounts held in escrow, rights (if any) to amounts in that certain reserve fund created by the HUD Regulatory Agreement, letters of credit, insurance proceeds, condemnation rights, deposits, judgments, liens, and causes of action, warranties and guaranties.
10. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the

Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of relates in any way, whether directly or indirectly, to the Project located upon the Property.

11. The interest of the Debtor in any and all funds created or established and held by any trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.
12. Any collateral provided by the Debtor for its account to each and every issuer of a letter of credit, subject to the prior claim of the issuer of any such letter of credit to such collateral.
13. All inventory, including raw materials, components, work-in-progress, finished merchandise and packing and shipping materials.
14. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the debtor from others.
15. All major moveable equipment located on the property and used in connection with the Project together with all substitutions, replacements, additions, attachments, accessories, component parts and accretions to the foregoing property.
16. All revenues, charges, fees and assistance payments arising from the operation of the Project, including but not limited to Medicare, Medicaid, Social Security and third party reimbursement payments. All payments and income arising from leasing the Project.
17. Any of the above which may become fixtures by virtue of attachment to the Property.
18. Any of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.
19. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.

Exhibit "2"

LEGAL DESCRIPTION

*For the property more commonly known as:*

1609-1619 Emerson Street and  
1911 Dewey Streets  
Evanston, Illinois 60201

Lots 17, 18, 19, 20 and 21 in Block 6 in McNeill's Addition to  
Evanston, a Subdivision in the Northeast 1/4 of Section 13,  
Township 41 North, Range 13 East of the Third Principal  
Meridian, all in Cook County, Illinois.

PIN NUMBER:	VOL: 053	10-13-209-013-0000
		10-13-209-014-0000
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		10-13-209-016-0000
		10-13-209-017-0000
		10-13-209-018-0000
		10-13-209-019-0000

Property of Cook County Clerk's Office