

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ALLEGiant BANK  
2122 KRATKY ROAD  
ST. LOUIS, MISSOURI 63114  
ATTN: JOSEPH VALENTI, JR.



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
NORTHBROOK REAL ESTATE, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
C/O ROSEWOOD CARE CENTERS, 11701 BORMAN DR ST. LOUIS MO 63146 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
43-1682410 limited liability co. ILLINOIS 0000786-2  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
ALLEGiant BANK

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
2122 KRATKY ROAD ST. LOUIS MO 63114 USA

4. This FINANCING STATEMENT covers the following collateral:  
The collateral described on Exhibit B attached hereto with respect to the real property described on Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  If applicable 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

02-19118

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Lawyers Title Insurance Corporation

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## EXHIBIT A TO UCC-1

### REAL PROPERTY

The Real Estate is situated in the County of Cook, State of Illinois, and described as follows:

#### PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

#### BEING SOMETIMES DESCRIBED AS:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET IN PLAT OF DEDICATION RECORDED DECEMBER 11, 2002, AS DOCUMENT NUMBER 0021367331, DESCRIBED THEREIN AS FOLLOWS:

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION, OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF THE WEST 473 FEET OF SAID LOT 3; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF SAID LOT 3, 300.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH

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89 DEGREES 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.

SAID EXCEPTION PARCEL BEING ALSO DESCRIBED AS:

THAT PART OF THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 24 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF THE WEST 473 FEET OF THE NORTHEAST QUARTER OF THE EAST HALF OF SAID GOVERNMENT LOT 2, A DISTANCE OF 300.00 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 39 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 33.00 FEET; THENCE NORTH 04 DEGREES 06 MINUTES 31 SECONDS WEST, 65.04 FEET; THENCE NORTH 11 DEGREES 38 MINUTES 32 SECONDS EAST, 16.49 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 34 SECONDS WEST, 133.93 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 03 SECONDS WEST, 24.72 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 23 SECONDS WEST, 21.20 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 21 SECONDS EAST, 56.50 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 89 DEGREES 33 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 82.36 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF LYING NORTH OF THE SOUTH LINE OF LAKE COOK ROAD AS WIDENED BY DEED RECORDED JANUARY 7, 1974, AS DOCUMENT 22587485, BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 160.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B TO UCC-1

All of the right, title and interest of NORHTBROOK REAL ESTATE, L.L.C., an Illinois limited liability company (hereinafter referred to as "Debtor"), in and to: all goods and personal property now owned or hereafter acquired by Debtor that are intended to be used or are actually used in the operation or maintenance of the Land (described on Exhibit A attached to this UCC-1) and Improvements (as defined in the Mortgage and Security Agreement between Debtor and Secured Party, dated February 27, 2003, hereinafter the "Mortgage"), and all right, title and interest of Debtor in and to all of the following: (i) all fixed assets, equipment, furniture and trade fixtures and other personal property and construction materials and supplies used or intended to be used on the Mortgaged Property (as defined and set forth in the Mortgage), whether or not stored on the Land; (ii) all plans, specifications, drawings, computations, sketches, test data, survey results, models, photographs, renderings of or relating to the Mortgaged Property; (iii) any security and like deposits, bank and deposit accounts, trademarks, tradenames, logos, general intangibles and other materials, now owned or hereafter acquired, used or intended to be used in connection with the Mortgaged Property; (iv) Debtor's interest as licensor or licensee, permitor or permittee, assignor or assignee or contractor or contractee, in and to all licenses, permits and contract rights now or hereafter held by Debtor pertaining to the Mortgaged Property or pertaining to all contracting or architectural services in connection with the Mortgaged Property, together with all amendments, modifications, supplements, general conditions and addendum thereto and work product resulting therefrom; (v) all rents, revenues, income issue, profits and all security deposits, escrow payments, sale contracts, earnest money deposits, leasing and management agreements, building and other permits, governmental and other authorizations, licenses or commitments issued by various governmental agencies, utility companies, lending institutions or other entities, franchises, advertisements, rights, agreements, warranties and all other intangible or tangible personal property now or hereafter issued used in connection with or required with respect to the Mortgaged Property or the use thereof, which are hereby assigned, transferred and pledged with said Mortgaged Property; (vi) all surveys, soil reports and samples obtained or prepared in connection with the Land and budgets and financial projections and information, utility allowance, trademarks, trade names, logos and any and all agreements and contract rights and any parking agreements, operating agreements, easement and reciprocal easements regarding, pertaining to or used in connection with or required with respect to the Mortgaged Property or the use thereof; (vii) Debtor's contract rights under all receivables now or hereafter owing to Debtor under all existing and future leases of space and occupancy agreements in all buildings now or hereafter located on the Land; and (viii) all extensions, improvements, betterments, replacements thereof, renewals of, substitutions therefor and additions and accessions thereto, and all cash and non-cash proceeds and products, immediate or remote, of any of the foregoing, including insurance proceeds thereof. All of the foregoing are herein referred to as the "Personal Property Collateral."

Together with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the "Collateral" (as defined below) as a result of: (a) the exercise of the right of eminent domain or other taking of the Mortgaged Property or part thereof, or for conveyance in lieu of the exercise of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by the Mortgage of even date herewith between Debtor and ALLEGIANT BANK., a Missouri banking corporation (hereinafter referred to as "Secured Party") encumbering the Mortgaged Property, at the date of receipt of any such award or payment by Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment. All of the foregoing, together with the Mortgaged Property and the Personal Property Collateral, are herein referred to as the "Collateral."