

# UNOFFICIAL COPY



Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 07/10/2003 11:09 AM Pg: 1 of 8

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Vaughan Gibson Aaronson, Esquire  
Troutman Sanders LLP  
Post Office Box 1122  
Richmond, Virginia 23219

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

OR	1a. ORGANIZATION'S NAME <b>SUNRISE SENIOR LIVING MANAGEMENT, INC.</b>				
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS <b>7902 WESTPARK DRIVE</b>		CITY <b>MCLEAN</b>	STATE <b>VA</b>	POSTAL CODE <b>22102</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>CORPORATION</b>	1f. JURISDICTION OF ORGANIZATION <b>VIRGINIA</b>	1g. ORGANIZATIONAL ID#, if any <b>0221074-8</b>	<input type="checkbox"/> NONE

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

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

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

OR	3a. ORGANIZATION'S NAME <b>GMAC COMMERCIAL MORTGAGE CORPORATION</b>				
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS <b>200 WITMER ROAD, P.O. BOX 809, ATTN: SERVICING-EXECUTIVE-VICE PRESIDENT</b>		CITY <b>Horsham</b>	STATE <b>PA</b>	POSTAL CODE <b>19044</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

DEBTOR'S INTEREST IN ALL PROPERTY LOCATED ON OR USED OR ACQUIRED IN CONNECTION WITH THE OPERATION AND MAINTENANCE OF THE REAL ESTATE DESCRIBED IN THE ATTACHED EXHIBIT A, INCLUDING, WITHOUT LIMITATION, THE COLLATERAL DESCRIBED ON SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

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 [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
SUNRISE OF FLOSSMOOR - LOCAL FILING

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 5/22/02)

First American Title

Order # \_\_\_\_\_

DEC 12 OF 13 CC 15825 L.L.

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME <b>SUNRISE SENIOR LIVING MANAGEMENT, INC.</b>		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (11a or 11b) -- do not abbreviate or combine names:

OR	11a. ORGANIZATION'S NAME					
	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE		

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME -- insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME <b>GMAC COMMERCIAL MORTGAGE BANK</b>					
	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS <b>6955 UNION PARK CENTER, SUITE 330, ATTN: PRESIDENT</b>			CITY <b>MIDVALE</b>	STATE <b>UT</b>	POSTAL CODE <b>84047</b>	COUNTRY <b>USA</b>

13. This FINANCING STATEMENT covers  timber to be cut or  as extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral Description

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years  
 Filed in connection with a Public-Finance Transaction -- effective 30 years

# UNOFFICIAL COPY

## EXHIBIT A

Sunrise of Flossmoor

LOT 1 OF SUNRISE RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1998 AS  
DOCUMENT NO. 08049024, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

First American Title

Order # \_\_\_\_\_

# UNOFFICIAL COPY

## SCHEDULE A

DEBTOR: **SUNRISE SENIOR LIVING MANAGEMENT, INC.**

SECURED PARTY: **GMAC COMMERCIAL MORTGAGE BANK**

This financing statement covers the following types (or items) of property (the "**Collateral Property**"):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Land"), including any future replacements and additions (the "**Improvements**");
2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the "**Fixtures**");
3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land (the "**Personalty**");
4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated (the "**Other Rights**");
5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement (the "**Insurance Proceeds**");
6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting

# UNOFFICIAL COPY

from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "**Awards**");

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "**Contracts**");

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "**Other Proceeds**");

9. **Rents.** All rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), including parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and deposits forfeited by tenants (the "**Rents**");

10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "**Leases**");

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Secured Party to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Secured Party may require, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably estimated from time to time by Secured Party (the "**Imposition Deposits**");

13. **Refunds or Rebates.** All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. **Tenant Security Deposits.** All tenant security deposits which have not been forfeited by any tenant under any Lease; and

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property (excluding the name "American Lifestyles" and any service mark or trademark associated with the Mortgaged Property).

# UNOFFICIAL COPY

16. **Payments.** All payments due, or received, from occupants, second party charges added to base rental income, base and/or additional meal sales, commercial operations located on the Mortgaged Property or provided as a service to the occupants of the Mortgaged Property, rental from guest suites, seasonal lease charges, furniture leases, and laundry services, and any and all other services provided to third parties in connection with the Mortgaged Property, if any, and any and all other personal property on the real property site excluding personal property belonging to occupants of the real property (other than property belonging to Debtor);

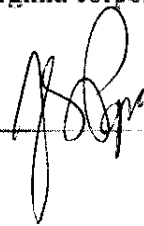
17. **Permits, Licenses and Contracts.** To the extent assignable under applicable law, all permits, licenses and contracts, if any, relating to the operation and authority to operate the Mortgaged Property as an assisted living facility;

18. **Third Party Payments.** All rights to payments from Medicare or Medicaid programs, or similar federal, state or local programs, boards, bureaus or agencies, if any, and rights to payment from residents or private insurers ("third party payments"), if any, arising from the operation of the Mortgaged Property as an assisted living facility, utility deposits, unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of any conversion of the Mortgaged Property or any part thereof including, without limitation, proceeds of hazard and title insurance and all awards and compensation for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property or any easement therein; and

19. **Inventory, Accounts, etc.** All of Debtor's inventory, accounts, accounts receivable, contract rights, general intangibles, and all proceeds thereof.

# UNOFFICIAL COPY

SUNRISE SENIOR LIVING MANAGEMENT,  
INC., a Virginia corporation

By:  \_\_\_\_\_  
Name: **James S. Pope**  
Title: **Vice President**

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## EXHIBIT A

Sunrise of Flossmoor

LOT 1 OF SUNRISE RESUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11,  
TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 19, 1998 AS  
DOCUMENT NO. 08049024, IN COOK COUNTY, ILLINOIS.

19715 GOVERNORS HIGHWAY

FLOSSMOOR, IL

TAX NO. 31-11-402-025

Property of Cook County Clerk's Office

First American Title

Order # \_\_\_\_\_