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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0336306205

Eugene "Gene" Moore Fee: \$32.00

Cook County Recorder of Deeds

Date: 12/29/2003 02:04 PM Pg: 1 of 5

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robert J. Katz, P.C.
1990 M Street NW
Washington, D.C. 20036

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
LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY*,

OR

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
135 S. LASALLE STREET CHICAGO IL 60603 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
USA 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
CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS

OR

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
35 EAST WACKER DRIVE CHICAGO IL 60601 USA

4. This FINANCING STATEMENT covers the following collateral:

*BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04

** NATIONAL ASSOCIATION

SEE EXHIBITS A AND B ATTACHED HERETO AND MADE A PART HEREOF WITH RESPECT TO ALDEN-NORTHMOOR NURSING CENTER, FEDERAL HOUSING ADMINISTRATION PROJECT NO. 071-15029.

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) [if applicable] (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2 [optional]

8. OPTIONAL FILER REFERENCE DATA

COOK COUNTY, ILLINOIS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
378467.1

5
Box 430

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

| | | | |
|---|----------------------------|------------|---------------------|
| 9a. ORGANIZATION'S NAME LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY* | | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS:

*BUT SOLELY AS SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, UNDER TRUST AGREEMENT DATED AS OF JANUARY 4, 1993, AS AMENDED, JUNE 22, 1994, NOVEMBER 16, 1998, FEBRUARY 22, 1999 AND DECEMBER 1, 2003, AND KNOWN AS TRUST NUMBER 116513-04

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

| | | | | | |
|---------------------------|-----------------------------------|---------------------------|-----------------------------------|----------------------------------|---------|
| 11a. ORGANIZATION'S NAME | | | | | |
| OR | 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 11c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE | COUNTRY |
| 11d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any | |

 NONE**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

| | | | | | |
|--|-----------------------------|-----------------|-------------|----------------------|---------|
| 12a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C. | | | | | |
| OR | 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX | |
| 12c. MAILING ADDRESS 77 WEST JACKSON BOULEVARD | | CITY CHICAGO | STATE IL | POSTAL CODE 60604 | COUNTRY |

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 FOR REAL ESTATE TO WHICH COLLATERAL RELATES

16. Additional collateral description:

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

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

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EXHIBIT "A"

**LEGAL DESCRIPTION
ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-15029**

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5831-5839 Northwest Highway, City of Chicago, County of Cook, State of Illinois 60631

Permanent Real Estate Index Numbers:

- 13-06-409-017
- 13-06-409-018
- 13-06-409-019
- 13-06-409-020
- 13-06-409-021
- 13-06-409-022
- 13-06-409-023
- 13-06-409-024
- 13-06-409-025

Property of Cook County Clerk's Office

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EXHIBIT B
TO UCC FINANCING STATEMENT
FOR ALDEN-NORTHMOOR NURSING CENTER
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-15029

As used herein, the term "Debtor" shall mean and include the terms "Mortgagor", "Grantor", "Borrower" and "Beneficiary"; and the term "Secured Party" shall mean and include the terms "Lender" and "Creditor".

This Exhibit "B" is attached to, incorporated by reference in and forms of a part of certain documents (collectively, the "Security Documents"), dated of even date herewith, executed and delivered by the Debtor in connection with the financing of the Facility (as hereinafter defined), including: (i) a Second Mortgage; (ii) Second Security Agreement; and (iii) Financing Statements.

This Exhibit "B" refers to the following collateral which may be now or hereafter located on the premises of, relate to, or be used in connection with, the refinancing, construction, equipping, repair, ownership, management, and operation of a Health Care Facility known as ALDEN-NORTHMOOR NURSING CENTER (the "Facility"), Federal Housing Administration Project No. 071-15029, located in the City of Chicago, County of Cook, State of Illinois;

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" (the "Property"), all of which materials shall be deemed to be included within the Facility immediately upon the delivery thereof to the Facility.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, 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 Facility, 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; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, 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 interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Facility or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution thereof, 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 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 each of the Security Documents to which this Exhibit is attached).
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, including interest thereon, and the right to receive the same, 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 or any part thereof (including but not limited to destruction or decrease in 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 collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.
4. All of the Debtor's right, title and interest in and to 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 Property or any portion thereof, or any of the other property described herein.

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5. The interest of the Debtor in and to all of the nursing home revenues, rents, receipts, charges, royalties, issues, profits, income and other benefits of 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 right, 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 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 contract pertaining to the construction, development, ownership, equipping and management of 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 Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.
7. All intangible personal property, accounts, licenses, permits, instruments, contract rights, and chattel paper of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
8. 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 or relates in any way, whether directly or indirectly, to the Facility located upon the Property.
9. Any collateral provided by the Debtor or 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.
10. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.
11. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.
12. 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.
13. Any of the above which may become fixtures by virtue of attachment to Property.
14. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor in connection with the Facility.
15. All names now or hereafter used in connection with the Facility and the goodwill associated therewith.
16. All Major Moveable Equipment now owned or hereinafter acquired by the Debtor with respect to ALDEN-NORTHMOOR NURSING CENTER, located in the City of Chicago, County of Cook, State of Illinois, Federal Housing Administration Project No. 071-15029.
17. All Minor Non-Realty Equipment now owned or hereinafter acquired by the Debtor with respect to ALDEN-NORTHMOOR NURSING CENTER, located in the City of Chicago, County of Cook, State of Illinois, Federal Housing Administration Project No. 071-15029, including, but not limited to, sheets, pillow cases, towels, dishes, flatware and glassware.