

UCC FINANCING STATEMENT

Doc#: 0418027145
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 06/28/2004 05:05 PM Pg: 1 of 8

A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) PAUL RENNO, ESQ. MIDLAND LOAN SERVICES, INC. C/O PNC MULTIFAMILY FINANCE 100 PINE STREET, 16TH FLOOR SAN FRANCISCO, CA 94111	FOLLOW INSTRUCTIONS (front and back) CAREFULLY	
PAUL RENNO, ESQ. MIDLAND LOAN SERVICES, INC. C/O PNC MULTIFAMILY FINANCE 100 PINE STREET, 16TH FLOOR	A. NAME & PHONE OF CONTACT AT FILER [optional]	
PAUL RENNO, ESQ. MIDLAND LOAN SERVICES, INC. C/O PNC MULTIFAMILY FINANCE 100 PINE STREET, 16TH FLOOR	B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
	PAUL RENNO, ESQ. MIDLAND LOAN SERVICES, INC. C/O PNC MULTIFAMILY FINANCE 100 PINE STREET, 16TH FLOOR	_

			THE ABOVE	SPACE IS FO	OR FILING OFFICE US	SE ONLY
1. DEBTOR'S EXACT F	ULLLEGALNAME	- insert only one debtor name (1a or 1)	b) - do not abbreviate or combine names			
1a. ORGANIZATION'S N	NAME SMAN	1				
		IOR HOUSING L.P	,			
OR 16. INDIVIDUAL'SLAST	NAME	77.	FIRST NAME	MIDDLE	NAME	SUFFIX
						COLLIX
1c. MAILING ADDRESS		0~	CITY	STATE	POSTAL CODE	COUNTRY
222 N. LASA	ALLE STRE	EFT #1414	CHICAGO	IL		
1d. SEE INSTRUCTIONS		18. TYPE OF ORGA IZATION			60601	USA
Id. <u>SEE INSTRUCTIONS</u>	ORGANIZATION		1f. JURISDICTION OF ORGANIZATION	, -	ANIZATIONAL ID #, if any	
	DEBTOR	LP	ILLINOIS		O11440	NONE
2. ADDITIONAL DEBTO	R'S EXACT FULI	LEGAL NAME - insert only or a c	de to name (2a or 2b) - do not abbreviate or com	bine names	· · · · · · · · · · · · · · · · · · ·	
2a. ORGANIZATION'S N	IAME		7		·	
OR						
2b. INDIVIDUAL'S LAST	NAME	·	FIRS NAME	MIDDLE	MIDDLE NAME	
		0,				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE		
			70-	laivie	POSTAL CODE	COUNTRY
2d SEEINSTRUCTIONS	ADD'L INFO RE	2e. TYPE OF ORGANIZATION				
AN DECIMOTROCTIONS	ORGANIZATION	26. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGA 17 1, TION	2g. ORG	ANIZATIONAL ID#, if any	
·	DEBTOR			. 1		None
3. SECURED PARTY'S	NAME (or NAME of	TOTAL ASSIGNEE of ASSIGNOR S/	P) -insert only <u>one</u> secured party name (3a or ob)			, morte
3a. ORGANIZATION'S N	AME			<u> </u>		
MIDLAND I	LOAN SER'	VICES, INC.				
OR 3b. INDIVIDUAL'S LAST	NAME	7	FIRST NAME	7 VIIDDI E	NAME	Isuffix
)	GOFFIX
3c. MAILING ADDRESS			CITY	STATE	OSTA CODE	
10851 MAST	IN CHITE	300	-···			COUNTRY
		300	OVERLAND PARK	KS	66210	USA
4. This EINIANICING CTATES	CAST II . II					

HIS FINANCING STATEMENT COVERS the following collateral

SEE ATTACHED EXHIBIT B

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 [if applicable]: Altach Addendum. [if applicable] [if applicable]: [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 1						
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 De	5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR CONSIG	NEE/CONSIGNOR BAILE	E/BAILOR SELLER/BUYER	AG, LIEN	NON-UCC FILING
	5. This FINANCING STATEMENT is to be filed ESTATE RECORDS. Attach Addendum					
	B. OPTIONAL FILER REFERENCE DATA		THE PROPERTY OF THE PARTY OF TH	Topolocial	7 III DODIOIS	Debtor 2

COOK COUNTY RECORDER

BOX 430

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UCC FINANCING STATEMENT ADDENDUM					
FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STA	STERIFIT				
9a. ORGANIZATION'S NAME	AT EIMEN I				
NORTH CENTER SENIOR HOUSING L.P.					
OR SENTOR TOUSING E.F. SENTOR TOUSING E.F.	MIDDLE NAME, SUFFIX				
10.MISCELLANEOUS:					
000					
		THE ABOVE S	SPACE	IS FOR FILING OFF	ICE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one	name (11a or 11b) - do not abbrevi	ate or combine names			
11a. ORGANIZATION'S NAME			<u> </u>		· · · · · · · · · · · · · · · · · · ·
OR UK					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
11d. SEEINSTRUCTIONS ADD'L INFO RE 11e. TYPE OF ORGANIZATION	I A II DIDDIOTION OF AD THE		· · · · · · · · · · · · · · · · · · ·		
ORGANIZATION	11. JURISDICTION OF ORGAN	IIZATION [11g. OR0	SANIZATIONAL ID #, if:	-
DEBTOR				·	NONE
12. ADDITIONAL SECURED PARTY'S QI ASSIGNOR S/P'S 12a. ORGANIZATION'S NAME	NAME - in sert i nly one name	(12a or 12b)			***
SECRETARY OF HOUSING AND URBAN	DEVELOPMENT	TITS SUCC	ESSO	OR AND/OR	ASSIGNS
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE		SUFFIX
	5/				150.7.11
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
77 W. JACKSON BOULEVARD	CHICAGO	6/2	IL	60604	USA
 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: 	16. Additional collateral descrip	tion:	4		<u>.</u>
SEE ATTACHED EXHIBIT A			9,		
				Office	
				6	
	1				
15. Name and address of a RECORD OWNER of above-described real estate					
(if Debtor does not have a record interest):					
	17. Check <u>only</u> if applicable and			_	·
	Debtor is a Trust or Tri		ect to pri	operty held in trust or	Decedent's Estate
	18. Check only if applicable and				
	Debterie e TDANICHETTURE	LITHITY			
	Debtor is a TRANSMITTING Filed in connection with a M		insaction	— effective 30 years	

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FHA Project No. 071-35747 North Center Senior Apartments Chicago, Illinois

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF LOTS 3 AND 4 IN BLOCK 8 IN W.B. OGDEN'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEGIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NCR PEAST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3, BEING THE WEST LINE OF NORTH OAKLEY AVENUE, A DISTANCE OF 112.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DECREES 12 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE OF LOT 3, BEING SAID WEST LINE OF NORTH OAKLEY AVENUE, A DISTANCE OF 169.68 FEET TO THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 17 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, BEING SAID LINE 17 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 3, A DISTANCE OF 291.32 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST A DISTANCE OF 115.43 FEET TO POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHV ESTERLY, HAVING A RADIUS OF 27.00 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 09 MINUTES 10 SECONDS WEST AND A CHORD DISTANCE OF 38.28 FEET, FOR AN ARC DISTANCE OF 42.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS WEST A DISTANCE OF 19.46 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 27.25 FIET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 14 MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 38.57 FEET, FOR AN ARC DISTANCE OF 42.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS WEST A DISTANCE OF 61.32 FEET TO A LINE THAT IS 230.81 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 79.54 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST A DISTANCE OF 21.97 FEET TO A LINE THAT IS 252.78 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 110.44 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE DESCRIBED COURSE A DISTANCE OF 18.12 FEET TO A LINE THAT IS 234.65 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH

90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 102.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 64.97 FEET TO A LINE THAT IS 169.68 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, SAID NORTH LINE OF WEST IRVING PARK ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 72.24 FEET TO SAID POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREINABOVE DESCRIBED CONTAINS 72,104 SQUARE FEET, MORE OR LESS, WHICH EQUALS 1.655 ACRES, MORE OR LESS.

PARCEL 2

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCEL 1 ESTABLISHED BY DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS RECORDED APRIL 27, 2004 AS DOCUMENT NUMBER 0411842242 OVER A STRIP OF LAND, 25.00 FEET IN WIDTH, BEING A PART OF LOTS 1, 3 AND 4 IN BLOCK 8 IN W.B. OGDEN'S SUBDIVISION OF THE SCUTTWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSEC (I')N OF THE EAST LINE OF NORTH WESTERN AVENUE. BEING A LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, AND THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE OF NORTH WESTERN AVENUE, BEING SAID LINE 17 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 42.86 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 WEST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 25.00 FEET TO A POINT THAT IS 231.16 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 AS MEASURED ALONG SAID EAST LINE OF NORTH WESTERN AVENUE, BEING SAID LINE 17 FEET EAST OF AND PARALIEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 48 MINUTES 26 FAST A DISTANCE OF 189.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FLET, HAVING A CHORD BEARING OF SOUTH 45 DEGREES 11 MINUTES 34 SECONDS FAST AND A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING THE POINT OF BEGEVING; THENCE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 145.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE. CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 14.75 FEET, HAVING A CHORD BEARING OF SOUTH 45 DEGREES 14 MINUTES 49 SECONDS EAST AND A CHORD DISTANCE OF 20.88 FEET, FOR AN ARC DISTANCE OF 23.20 FEET TO A POINT OF TANGENCY: THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS EAST A DISTANCE OF 19.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 39.50 FEET, HAVING A CHORD BEARING OF SOUTH 45 DEGREES 09 MINUTES 10 SECONDS EAST AND A CHORD DISTANCE OF 56.01 FEET, FOR AN ARC DISTANCE OF 62.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 00 MINUTES 17 SECONDS EAST A DISTANCE OF 115.48 FEET TO THE NORTH LINE OF WEST IRVING PARK ROAD, BEING A LINE 17 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE OF WEST IRVING PARK ROAD, BEING SAID LINE 17 FEET NORTH OF

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AND PARALLEL WITH THE SOUTH LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST A DISTANCE OF 115.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 14.50 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 09 MINUTES 10 SECONDS WEST AND A CHORD DISTANCE OF 20.56 FEET, FOR AN ARC DISTANCE OF 22.85 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS WEST A DISTANCE OF 19.46 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 39.75 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 14 MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 56.27 FEET, FOR AN ARC DISTANCE OF 62.51 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS WEST A DISTANCE OF 146.05 FEFT TO A POINT OF CURVATURE; THENCE NORTH 89 DEGREES 35 MINUTES 15 SECONDS EAST A DISTANCE OF 25.00 FEET TO THE SAID POINT OF BEGINNING; (EXCEPTING 1FAT PART OF SAID STRIP LYING WITHIN PARCEL 1) ALL IN COOK COUNTY, ILLINOIS.

Street Address:

2324 W. Irving Park Road Chicago, Illinois

Permanent Index No.: not included

4-18-S.

OUNTY
CONTACONTO 14-18-323-004-0000 (index numbers include land

legal

description)

This document prepared by:

James T. Buchholz 222 N. LaSalle Street **Suite 1414** Chicago, IL 60601

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EXHIBIT B

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 North Center Senior Apartments, FHA Project No. 071-35747, located at 2324 W. Irving Park Road, in the City of Chicago, County of Cook, in the State of Illinois (the "Project"), in which the Debtor has an interest now or hereafter existing or acquired:

- 1. All caticles of personal property owned by the Debtor now or later attached or used on or about the property described on Exhibit A (the "Property") and intended for construction, reconstruction, alteration and/or repair of any building, structure or improvement now or hereafter erected or placed on the Property, all of which materials shall be deemed to be included within the Project in mediately upon the delivery thereof to the Project.
- All of the walks fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, 2. fittings, chattels, and other goods and other personal property of every kind and description whatsoever, now owned or bereafter 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 1 m tation, 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, 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 1/4, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm windows, storm doors, exterior and interior signs, gas fixtures, stoves, over 5. refrigerators, garbage disposals, dishwashers, microwaves, 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 or articles in substitution therefore, whether or not one same are now or hereafter attached to the Property in any manner (it being agreed by the parties to the Security Agreement and any Financing Statement executed by the Debtor in favor of the Secured Party in order to create, perfect, preserve, continue or otherwise validate the security inverest 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 receipts and acquittances therefor 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 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.
- The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, charges, and outer 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 lesses 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) correction contract, architectural and engineering agreements and management contracts pertaining to the construction, development, ownership, operation, 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 record now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Project, agreements for utilities, bonds and the like, all relating to the Project and the Property.
- 7. All of the records and books of account now or hereafter maintained by n on behalf of the Debtor in connection with the Project.
- 8. All names now or hereafter used in connection with the Project and the gcodwill associated therewith.
- 9. All intangible personal property, accounts (as that term is defined in Article 9, Uniform Commercial Code-Secured Transactions, of the Illinois Uniform Commercial Code, 805 ILCS 5/1-101 et. seq.), licenses, permits, instruments, charges, contract rights, and chattel paper of the Debtor, including but not limited to cash, accounts receivable, bank accounts, deposit accounts, certificates of deposits, securities, promissory notes, letters of credit, insurance proceeds, condemnation rights, deposits, judgments, liens, causes of action, warranties and guaranties, rents, rights (if any) to amounts held in escrow, and rights (if any) to amounts in that certain reserve fund for replacements created under the HUD Regulatory Agreement.
- 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 or 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.
- 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 ard 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 movable 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. Any of the above which may become fixtures by virtue of attachment to the Property.
- 17. Any of the above arising or acquired by the Dibtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any one in the future.
- 18. All proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.