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CH1-34928 / 02-22676

7 of 9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
James J. Schwert (612) 607-7308

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**JAMES J. SCHWERT, ESQ.
 OPPENHEIMER WOLFF & DONNELLY LLP
 3300 PLAZA VII
 45 SOUTH SEVENTH STREET
 MINNEAPOLIS, MN 55402-1609**



Doc#: 0431034154
 Eugene "Gene" Moore Fee: \$36.50
 Cook County Recorder of Deeds
 Date: 11/05/2004 04:38 PM Pg: 1 of 7

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
BLC-Kenwood of Lake View, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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1c. MAILING ADDRESS
**C/o Brookdale Provident Properties
 330 North Wabash Avenue, Ste. 1400**

CITY Chicago	STATE IL	POSTAL CODE 60611	COUNTRY USA
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1d. TAX ID#: SSN OR EIN 20-1363339	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID#, if any 3792223	<input type="checkbox"/> NONE
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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
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2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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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	<input type="checkbox"/> NONE
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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
FANNIE MAE

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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3c. MAILING ADDRESS
C/o Glaser Financial Group, Inc., 2177 Youngman Avenue

CITY St. Paul	STATE MN	POSTAL CODE 55116	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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
Fannie Mae Loan No. _____ (OWD No. 10625/566)

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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 STATEMENT

9a. ORGANIZATION'S NAME

OR

BLC-Kenwood of Lake View, LLC

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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. TAXID# SSN OR EIN

ADDL 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

OR

Glaser Financial Group, Inc.

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

2177 Youngman Avenue

CITY

St. Paul

STATE

MN

POSTAL CODE

55116

COUNTRY

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:

See Exhibit "A" attached hereto

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

Brookdale Living Communities of Illinois-HV, LLC
C/o Provident Senior Living Trust
600 College Road East, Suite 3400
Princeton, NJ 08540

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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SCHEDULE A

DEBTOR: **BLC-Kenwood of Lake View, LLC**

SECURED PARTY: **GLASER FINANCIAL GROUP, INC.**

ASSIGNEE OF SECURED PARTY: **FANNIE MAE**

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") (the Land and the Improvements collectively referred to herein as the "Mortgaged Property");
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"). The term "Personalty" shall also include all personal property currently owned or acquired by Debtor after the

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date hereof used in connection with the ownership and operation of the Mortgaged Property as a Seniors Housing Facility, all kitchen or restaurant supplies, dining room facilities, medical facilities, or related furniture and equipment, and any other equipment, supplies or furniture owned by Debtor and leased to any third party service provider or facility operator under any use, occupancy, or lease agreements, as well as all licenses, permits, certificates, and approvals required for the operation of the Mortgaged Property as a Seniors Housing Facility, to the extent permitted by applicable law and regulations, including replacements and additions thereto;

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 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 Mortgaged Property, whether now due, past due, or to become due, and deposits forfeited by tenants, together with and including all proceeds from any private insurance for tenants to cover rental charges and charges for services at or in connection with the Mortgaged Property, and the right to payments from Medicare or Medicaid programs, or similar federal, state or local programs, boards, bureaus or agencies and rights to payment from

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tenants, private insurers or others ("third party payments"), due for the rents of tenants or for services at the Mortgaged Property (the "Rents");

10. **Leases.** All present and future leases, including but not limited to, any occupancy and admission agreements pertaining to the occupants of the Collateral Property, including both residential and commercial agreements, any 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, and any master lease agreement or operating agreement under which control of the use or operation of the Collateral Property has been granted to any other entity (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;
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;
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/leases, if any, and any and all other services provided to third parties in connection with the Mortgaged Property, if

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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 Seniors Housing 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 a Seniors Housing 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 Collateral 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 Collateral 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.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "A"****Legal Description**

PARCEL 1:

THAT PART OF THE EAST FRACTIONAL ½ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACCRETIONS THERETO, IN THE CITY OF CHICAGO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF BARRY AVENUE INTERSECTS THE EAST LINE OF SHERIDAN ROAD, AS WIDENED; RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SHERIDAN ROAD, AS WIDENED, 313.39 FEET TO THE SOUTH LINE OF BRIAR PLACE; THENCE EAST ON THE SOUTH LINE OF BRIAR PLACE, 133.46 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES TO THE SOUTH LINE OF BRIAR PLACE, 63.04 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED LINE, 61.40 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED LINE, 92.35 FEET TO A LINE 158 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF BARRY AVENUE; THENCE WESTERLY ON SAID PARALLEL LINE, 95.65 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE, 65.33 FEET TO A POINT 98.37 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD, AS WIDENED, THENCE SOUTHERLY 151.68 FEET TO A POINT ON THE NORTH LINE OF BARRY AVENUE, WHICH IS 100 FEET EAST OF THE EAST LINE OF SHERIDAN ROAD, AS WIDENED; THENCE WESTERLY ALONG THE NORTH LINE OF BARRY AVENUE, 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 27, 1990 AS DOCUMENT NUMBER 90192173, AND SET FORTH BELOW FOR USES AS SET FORTH IN THE DOCUMENT CREATING SAID EASEMENTS.

- A) PERPETUAL NON-EXCLUSIVE EASEMENT FOR GENERAL CONSTRUCTION INGRESS AND EGRESS
- B) PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO GARAGE
- C) PERPETUAL NON-EXCLUSIVE EASEMENT FOR USE, REPAIR, REPLACEMENT AND MAINTENANCE OF ALL CURRENTLY EXISTING VENTILATING, HEATING, AIR CONDITIONING, GAS, ELECTRICAL, PLUMBING, TELEPHONE, CABLE AND OTHER UTILITIES, LINES, DUCTS, CONDUITS, VENTS AND OTHER DEVICES AND SERVICES.

Tax Identification Numbers: 14-28-201-016-0000 and 14-28-201-109-0000

3121 NORTH SHERIDAN ROAD CHICAGO