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Doc#: 0608122118 Fee: \$68.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 03/22/2006 03:59 PM Pg: 1 of 23

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY	
A. NAME & PHONE OF CONTACT AT FILER [optional]	
Lori Hoffer (203) 425-1403	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	ľ
Emmet, Marvin & Martin, LLP	
1351 Washington Blvd	
Stamford, CT 06902	
	ļ

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a o	or 1b) - do not abbreviate or combine names	.		ololy as Truste
1. DEBTOR'S EXACT FULL LIGAL NAME - insert only one debtor name (1a o 1a. ORGANIZATION'S NAME American National Bank and under Amended and Restate; Trust Agreement,	Trust Company of Chicago	not per	sonally, but a	No.122364-2
under Amended and Restate: Trust Agreement,	dated as of November 1, 19	o and	KHOWH 45 TIGO	
	FIRST NAME	MIDDLE	NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME		1		
	CITY	STATE	POSTAL CODE	COUNTRY
1c. MAILING ADDRESS	Chicago	IL	60603	USA
120 S. LaSalle Street	1f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID #, if any	
td. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF OR "AMIZATION ORGANIZATION	11. JURISDICTION OF ORGANIZATION	1.9		XNONE
DEBTOR	to other description or combin	e names		<u></u>
2, ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert on, 100	ebtor name (2a or 2b) - do not aboreviate of combin	e illatifica		
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OR 2b. INDIVIDUAL'S LAST NAME	F.OCT NAME	MIDDLE	NAME	55.11%
20. INDIVIDUAL S DIST IN INC.	0,	ĺ		
	CITY	STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	WIT TO THE RESERVE TO	Î		
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2d, TAX ID #: SSN OR EIN ADD'L INFO RE 2e, TYPE OF ORGANIZATION	2f. JURISDICTION OF CREANIZATION	2g. ORG	GANIZATIONAL ID #, if an	y <u> </u>
ORGANIZATION		1		NONE
DEBTOR				
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOF	R S/P) - insert only one secured party name a (3a or 3)	0)		
3a. ORGANIZATION'S NAME	CV _A			
Cambridge Realty Capital Ltd. of Illinois				ISUFFIX
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	E NAME	SUPFIX
30, INDIVIDUAL S LAST NAME.			*	1
	CITY	STAT	I OSTAL CODE	COUNTRY
3c. MAILING ADDRESS			30501	lusa
35 East Wacker Drive, 33rd Floor	Chicago	11	0 001	0.0

See attached Exhibit A attached hereto and made a part hereof

FILING OFFICE COPY NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)	\mathbf{B}	OX	314	
3. OPTIONAL FILER REFERENCE DATA The Claridge of South Shore/FHA No. 071-43160	(43364	<u>14-00</u>)1 JH2)	
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILE-PAULOF This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL [if applicable] [if	PORT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2	•
BAILEE/BAILOR	R SELLER/BUYER	AG, LIEN	NON-UCC FILING	

^{4.} This FINANCING STATEMENT covers the following collateral:

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UC	C FINANCING STATEM	ENT ADDENDUM						
9. N	LOW INSTRUCTIONS (front and back) AME OF FIRST DEBTOR (1a or 1b) C	ON RELATED FINANCING STATE	MENT					
1	9a,ORGANIZATION'S NAME See Exhibit B attached h			İ				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAI	ME,SUFFIX				
10.	L MISCELLANEOUS:							
	D COO	*			***************************************		S FOR FILING OFFI	CE USE ONLY
11	ADDITIONAL DEBTOR'S EXACT FU	LEGAL NAME - insert only one name	me (11a or 11b) -	do not abbreviat	or combine names	<u> </u>		
	11a. ORGANIZATION'S NAME	Ox						
OF	11b. INDIVIDUAL'S LAST NAME	C	FIRST NAME			MIDDLE N	NAME	SUFFIX
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11	d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR	N	11f "IRISDICTION			11g. ORG	ANIZATIONAL ID#, if	any NONE
12	x ADDITIONAL SECURED PART					- 20000	may annear	
_	12a, ORGANIZATION'S NAME Secretary of Housing and Urban	Development of Washington	, D.C., its suc	cessors and	assigns as thei	MIDDLE	NAME	SUFFIX
0	R 12b. INDIVIDUAL'S LAST NAME		<u> </u>	4	<u> </u>	STATE	POSTAL CODE	COUNTRY
	c. MAILING ADDRESS		Chicago		-/	IL	60604	USA
	7 West Jackson Blvd	timber to be cut or as-extracted	16. Additional of	ollateral descrip	tion:		J	
	3. This FINANCING STATEMENT covers collateral, or is filed as a fixture filing. 4. Description of real estate:		TO, Additional C	ONDICE DE CONSTI	4	Ó		
	See Exhibit C attached hereto and	l made a part hereof					Diffico Co	
	 Name and address of a RECORD OWNE (if Debtor does not have a record interest) 	R of above-described real estate :						
			17. Check onl	y if applicable ar	nd check only one b	oox. respect to	property held in trust	or Decedent's Estat
			18. Check on	l <u>y</u> if applicable at	nd check <u>only</u> one t	oox.	, , , , , , , , , , , , , , , , , , , ,	
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			Filed in α	onnection with a	Manufactured-Hom Public-Finance Tra	nsaction -	ion — effective 30 years - effective 30 years	-
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EXHIBIT B

American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, under Amended and Restated Trust Agreement, dated as of November 1, 1996 and known as Trust No. 122364-2.

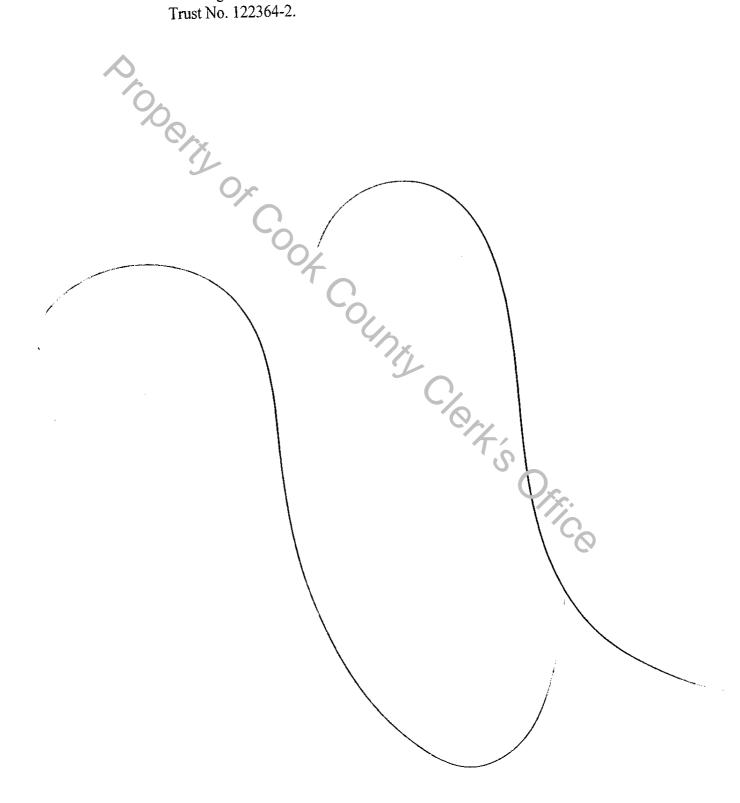


EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

LOT 2 IN DIVISION NO. 3 IN SOUTH SHORE SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT A REGHT ANGLE TO THE EASTERLY LINE OF SAID LOT;

THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE ON THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1 IN SAID DIVISION NO. 3 AT A POINT 49 FEET 11 INCHES SOUTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 2;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF SAID LOT 9 OF SAUNDERS SUBDIVISION AFORESAID 49 FEET 11 INCHES TO THE NORTHEASTERLY CORVER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 2 TO THE SOUTHERLY LINE OF SAID LOT 2;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING.

ALSO THAT PART OF LOT 3 IN DIVISION 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 3 AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT 3 AND 148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT, ALSO A PART OF LOT 2 AND OF LOT 8 OF SAID DIVISION 3 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 2, 12 FEET 3-1/4 INCHES SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT,

THENCE NORTHWESTERLY 74 FEET 5-1/2 INCHES TO A GAS PIPE 11 FEET 5-3/4 INCHES WESTERLY AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT;

THENCE WEST 46 FEET 6 INCHES TO A GAS PIPE ON THE NORTHERLY LINE OF SAID LOT 2 AND SOUTHERLY LINE OF LOT 9 OF SAUNDERS SUBDIVISION OF LOT 1, SAID DIVISION 3, AT A POINT 49 FEET 11 INCHES SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTHWESTERLY 66 FEET 7-1/4 INCHES ON THE NORTHERLY LINE OF SAID LOT 2, DIVISION 3, AND THE SOUTHERLY LINE OF LOTS 9 AND 8 OF SAUNDERS SUBDIVISION AFORESAID, TO A POINT ON THE WEST LINE OF LOT 7, EXTENDED SOUTH ACROSS SAID LOT 8;

THENCE NORTH ON SAID LINE, CROSSING SAID LOT 8 AND ON THE WEST LINE OF SAID LOT 7, 111 FFET 1/2 INCH TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBLIVISION;

THENCE EAST ON THE NORTH LINE OF SAID LOTS 7 AND 9 OF SAUNDERS SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 9 AND THE NORTHWEST CORNER OF LOT 3, DIVISION 3. AFORESAID;

THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 2 AFORESAID, 12 FEET 3-1/4 INCHES TO THE PLACE OF BEGINNING.)

ALL IN COOK COUNTY, ILLINOIS

OTHERWISE DESCRIBED AS FOLLOWS:

LOT 2 AND THAT PART OF LOT 3, LYING WESTERLY OF A STRAIGHT LINE, THE NORTH POINT OF SAID LINE BEING ON THE NORTH LINE OF SAID LOT 2, AND 134 FEET 10 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT, AND THE SOUTH POINT OF SAID LINE BEING ON THE SOUTHERLY LINE OF SAID LOT 3, AND 148 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT, IN DIVISION , SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL ½ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO LOTS 7 AND 9 AND THAT PART OF LOT 8 LYING EAST OF THE WEST LINE OF SAID LOT 7 EXTENDED SOUTH, ALL IN SAUNDERS SUBDIVISION OF LOT 1, DIVISION 3, SOUTH SHORE SUBDIVISION AFORESAID; ALL IN COOK COUNTY, ILLINOIS

PARCEL B:

THAT PART OF LOT 3 IN THE THIRD DIVISION OF SOUTH SHORE SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SOUTH SHORE DRIVE INTERSECTS THE WEST LINE OF COLES AVENUE (SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 3);

THENCE WEST ALONG THE SOUTH LINE OF SOUTH SHORE DRIVE, A DISTANCE OF 134 FEET 10 INCHES;

THENCE SOUTHEASTERLY A DISTANCE OF 119.5 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF LOT 3, SAID POINT BEING 148 FEET SOUTHWESTERLY, MEASURED ALONG SAID LOT LINE, FROM THE SOUTHEAST CORNER OF SAID LOT 3,

THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 3 A DISTANCE OF 148 FEET TO THE WEST LINE OF COLES AVENUE;

THENCE NORTHWESTERLY ALONG THE WEST LINE OF COLES AVENUE, A DISTANCE OF 37 FEET MORE OR LESS, TO THE PLACE OF BEGINNING. PL.
Colling Clarks
Office

PIN: 21-30-101-003-0000 21-30-101-004-0000 21-30-101-014-0000 21-30-101-022-0000 21-30-101-023-0000

2425 E. 71st Street Chicago, Illinois

This Document Prepared By and After Recording Shall Be Returned To:

Elizabeth H. Friedgut, Esq. Rudnick & Wolfe 203 North LaSalle Street Chicago, Illinois 60601

A-3

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EXHIBIT B

American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, under Amended and Restated Trust Agreement, dated as of November 1, 1996 and known as Trust No. 122364-2.



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EXHIBIT C

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 the nursing home facility called THE CLARIDGE OF SOUTH SHORE, Project No.071-43160, located in the City of Chicago, County of Cook, in the State of Illinois (the "Project"), in which Debtor has an interest now or hereafter existing or acquired:

- All articles of personal property owned by the Debtor now or later attached or used on or about the mortgaged property and intended for construction, reconstruction, alteration and/or repair of any railding, structure or improvement now or hereafter erected or placed on the real property described on Exhibit "A" (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
- All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, chattel, 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 Project, 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 (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 lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interest signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, n'irrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed 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 the same are now or hereafter attached to the Property in any manner; all except for any right, tide or interest therein owned by any tenant (it being agreed by the parties to the Security Agreement and any Financing Statement executed by Debtor in favor of Secured Party in order to create, preserve, continue, perfect or otherwise validate the security interest 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.)

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- 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 property receipts and acquittances therefore and to apply, at its option, the net proceeds thereof, after deducting expenses of collections 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.
- 5. The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income, charges, and other penefits 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 here after 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.
- 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 contracts pertaining to the construction, development, ownership, 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 records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the above 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 or on behalf of Debtor in connection with the Project.

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- 8. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
- 9. All intangibles personal property, accounts, licenses, permits, instruments, charges, contract rights, and chattel paper of the Debtor, including but not limited to cash, accounts receivable, bank accounts, certificates of deposits, securities, promissory notes, rents, rights (if any) to amounts held in escrow, rights (if any) to amounts in that certain reserve fund created by the HUD Regulatory Agreement, letters of credit, insurance proceeds, condemnation rights, deposits, judgments, liens, and causes of action, warranties and guaranties.
- 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, correspondence 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.
- 12. 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 and 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, a cessories, component parts and accretions to the foregoing property.
- 16. The interest of the Debtor in all nursing home revenues, charges, fees and assistance payments arising from the operation of a nursing home, assisted living facility and related facilities, including but not limited to Medicare, Medicaid, Social Security and third party reimbursement payments. All payments and income arising from leasing nursing home and related facilities.
- 17. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.

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- 18. 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.
 - 19. Any of the above which may become fixtures by virtue of attachment to the Property.

Property of County Clark's Office

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EXHIBIT C

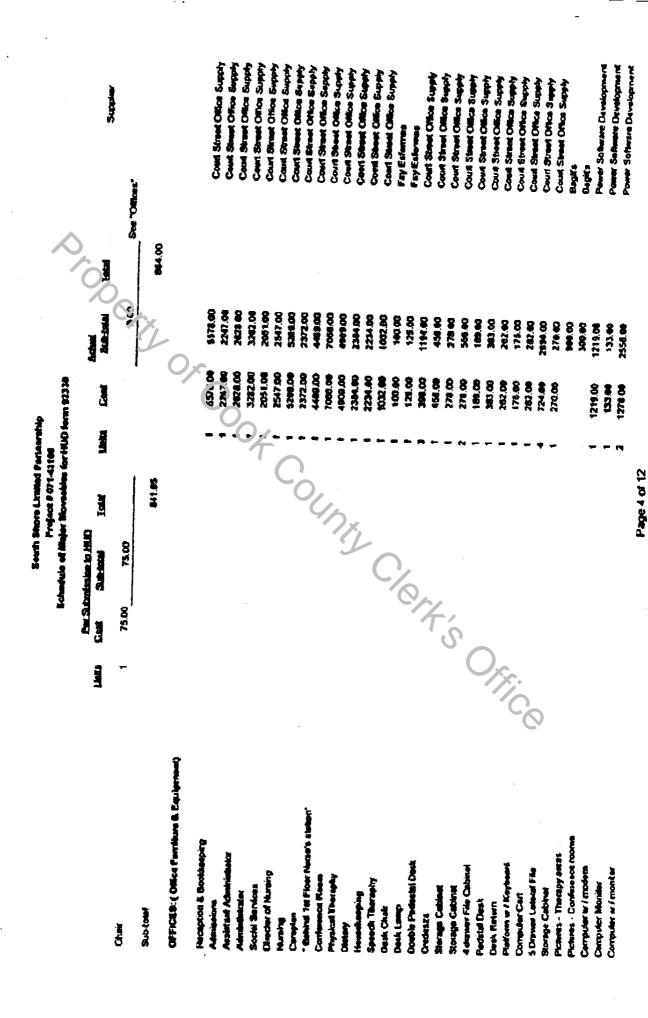
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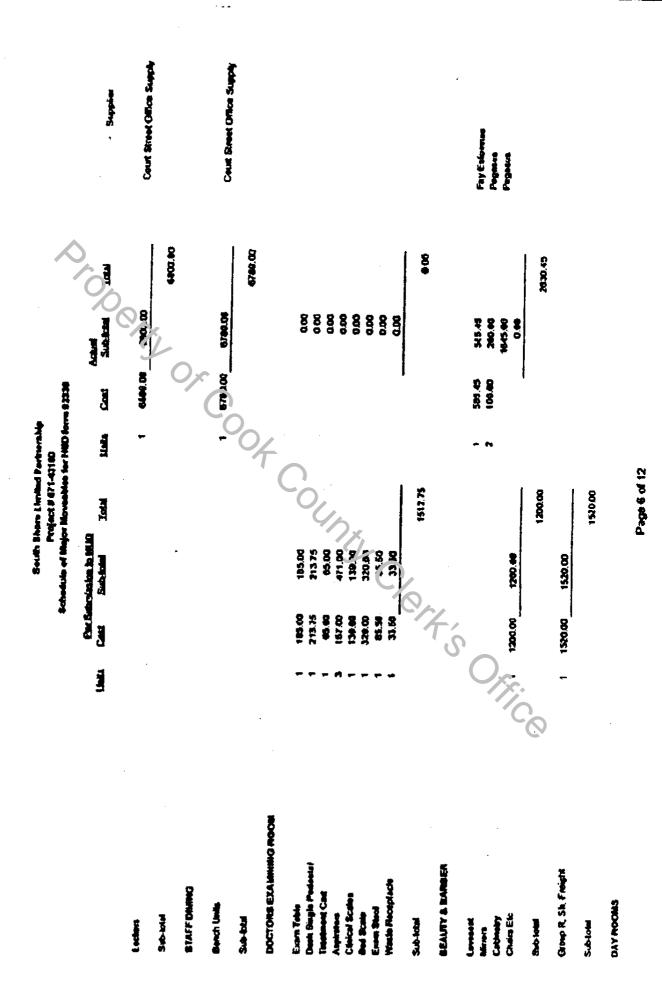
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Boult Share Limited Pertnership Preject 9 671-43160

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Accessories				÷			3 33	Fay Estormen
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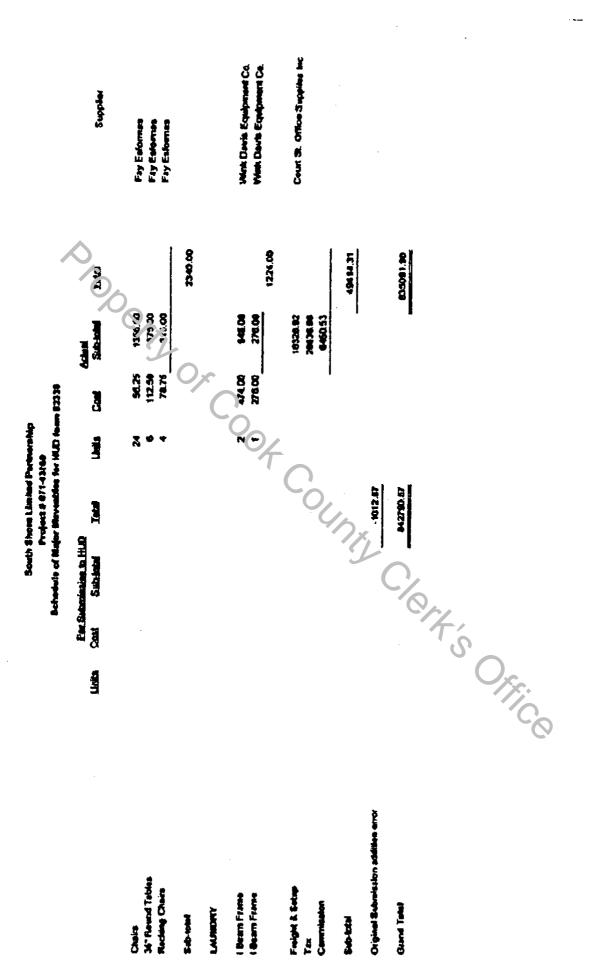
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