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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) Emmet, Marvin & Martin, LLP 1351 Washington Blvd Stamford, CT 06902

Doc#: 0608122120 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 03/22/2006 04:01 PM Pg: 1 of 21

| | THE ABOV | E SPACE IS FOR FILING OFFICE US | SE ONLY |
|---|---|---------------------------------|----------|
| 1. DEBTOR'S EXACT FULL .EG \L NAME - insert only one debtor name (1 | a or 1b} - do not abbreviate or combine names | | |
| 1a. ORGANIZATION'S NAME | | | |
| South Shore Limited Partnership an Illinois limited partne | ership | | |
| 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | |
| 1c. MAILING ADDRESS | CITY | STATE POSTAL CODE | COUNTRY |
| 801 Skokie Boulevard, Room 106 | Northbrook | IL 60062 | USA |
| 1d. TAX ID #: SSN OR EIN ADD'L INFO RE 1e. TYPE OF O. GANIZATION ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any | |
| DEBTOR limited partners in | Illinois | | XNONE |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert on your | Lebtor name (2a or 2b) - do not abbreviate or con | mbine names | |
| 2a, ORGANIZATION'S NAME | | | |
| OR | | | |
| 2b. INDIVIDUAL'S LAST NAME | FIRST HAVE | MIDDLE NAME | SUFFIX |
| 2c. MAILING ADDRESS | CITY | STATE POSTAL CODE | COUNTRY |
| 2d. TAX ID #: SSN OR EIN ADD'L INFO RE 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF C SANIZATION | 2g. ORGANIZATIONAL ID #, if any | |
| ORGANIZATION DESTOR | | | None |
| 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNO | R S/P) - insert only one secured party name (20 c | or 3b) | |
| 3a. ORGANIZATION'S NAME | | | |
| Cambridge Realty Capital Ltd. of Illinois | | \mathcal{L} . | |
| OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
| 3c. MAILING ADDRESS | atr | STATI PC STAL CODE | COUNTRY |
| 35 East Wacker Drive, 33rd Floor | Chicago | 11 00.01 | USA |
| 4. This FINANCING STATEMENT covers the following collateral: | | | <u> </u> |

| | | |
|--|--|-------------------------------|
| 5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CO | ONSIGNOR BAILEE/BAILOR SELLER/BUYER | AG. LIEN NON-UCC FILING |
| | Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] | All Debtors Debtor 1 Debtor 2 |
| 8. OPTIONAL FILER REFERENCE DATA | | |
| The Claridge of South Shore/FHA No. 071-43160 | 9: | 12091-001 |

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

See attached Exhibit A attached hereto and made a part hereof

0608122120 Page: 2 of 21

| UCC FINANCING STATE FOLLOW INSTRUCTIONS (front and ba | | | | | | |
|--|---------------------------------------|-------------------------------------|-------------------------|----------------|---------------------------------------|-----------------|
| 9. NAME OF FIRST DEBTOR (1a or 1 | | TEMENT | ┪ | | | |
| 9a. ORGANIZATION'S NAME | · · · · · · · · · · · · · · · · · · · | | - | | | |
| South Shore Limited Partnersh | ip, an Illinois limited partnersh | nip | | | | |
| OR 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME,SUF | FIX | | | |
| I IO. MISCELLANEOUS: | . | | | | | |
| Deptons persons | Ôχ | | THE ABO | VE SPACE | IS FOR FILING OFFIC | E USE ONLY |
| 11. ADDITIONAL DEBTOR'S EXACT F | TULL FOR NAME input only one of | one (4de es 64h) de est eb | | | TO COLLEGE OF THE | |
| 11a. ORGANIZATION'S NAME | OLI PEGAL NAMIC - Insert only one na | ame (11a or 13b) - do nocab | previate or compline na | mes | | |
| OR 11b. INDIVIDUAL'S LAST NAME | C | FIRST NAME | | MIDDLE | NAME | SUFFIX |
| L 11c. MAILING ADDRESS | 0/ | CITY | | STATE | POSTAL CODE | COUNTRY |
| 11d. TAX ID #: SSN OR EIN ADD'L INFO F ORGANIZATIO DEBTOR | RE 11e. TYPE OF ORGANIZATION DN | 11f. JURISDICTION OF OR | GANIZATION | 11g. ORG | I BANIZATIONAL ID #, if an | y Nor |
| 12. X ADDITIONAL SECURED PAR | TY'S or ASSIGNOR S/P'S | NAM ^r in ert only one na | me (12a or 12b) | · · | | |
| 12a. ORGANIZATION'S NAME | | | | | · · · · · · · · · · · · · · · · · · · | |
| Secretary of Housing and Urba | n Development of Washington | , D.C., its successors | and assigns as th | eir names | may appear | |
| 12b. INDIVIDUAL'S LAST NAME | | FIRST NAME | | MIDDLE | NAME | SUFFIX |
| 12c. MAILING ADDRESS | | CITY | | STATE | POSTAL CODE | COUNTRY |
| 77 West Jackson Blvd | | Chicago | () | IL | 60604 | USA |
| This FINANCING STATEMENT covers collateral, or is filed as a fixture filing A. Description of real estate: | timber to be cut or as-extracted | 16. Additional collateral de | escription: | | · | . 4 |
| See Exhibit B attached hereto and | l made a part hereof | | 4 | 5 |) | |
| | | | | | IFICO | |
| | | | | | CO | |
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| | | | | | | |
| Name and address of a RECORD OWNER (if Debtor does not have a record interest): | R of above-described real estate | | | | | |
| | | 17. Check <u>only</u> if applicabl | | | F | <u></u> |
| | | | | | roperty held in trust or | Decedent's Esta |
| | | 18. Check only if applicabl | | box. | | |
| | | Debtor is a TRANSMIT | | | | |
| | | Filed in connection wit | h a Manufactured-Horr | ne Transaction | n — effective 30 years | |
| | | Filed in connection wit | h a Public-Finance Tra | nsaction e | ffective 30 years | |

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 KIGHT 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 SAUDDERS SUBDIVISION AFORESAID 49 FEET 11 INCHES TO THE NORTHEASTERLY CORNER 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 LINF 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'S 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, 11 FEET 1/2 INCH TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAUNDERS SUBDIVISION;

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 AFORESA'D 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 3, SOUTH SHORE SUBDIVISION, IN THE NORTH FRACTIONAL ½ OF SECTION 30, TOWNSLIE 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 FLET 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 PL.
County Clerk's Office OF 37 FEET MORE OR LESS, TO THE PLACE OF BEGINNING.

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

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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 Chy of Chicago, County of Cook, in the State of Illinois (the "Project"), in which Debtor has an interest now or hereafter existing or acquired:

- 1. 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 building, 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 tences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, chattels, and other goods and other personal property of every kind and description whatsoever, now owned or rereafter acquired by the Debtor and attached to or contained in and used or usable in connection with ary 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 leaded from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, renigeration, air-conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm, and extir guishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and paratus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interest signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, 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 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 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 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 herea deventered 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 obligation 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 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.

- 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 Froject 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, accessories, 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.

- 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 Cook County Clark's Office

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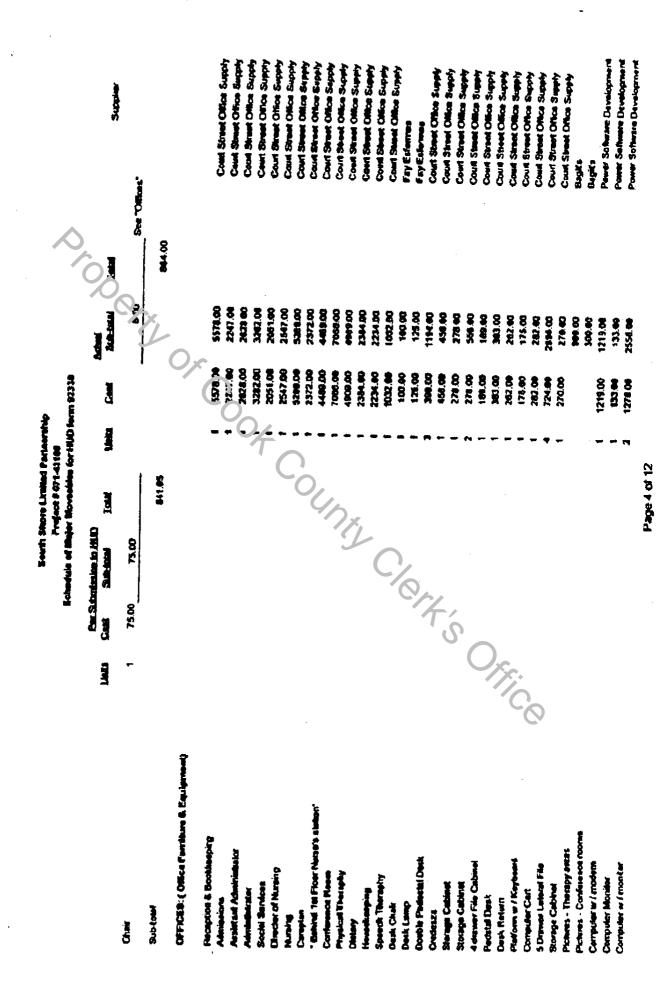
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EXHIBIT C

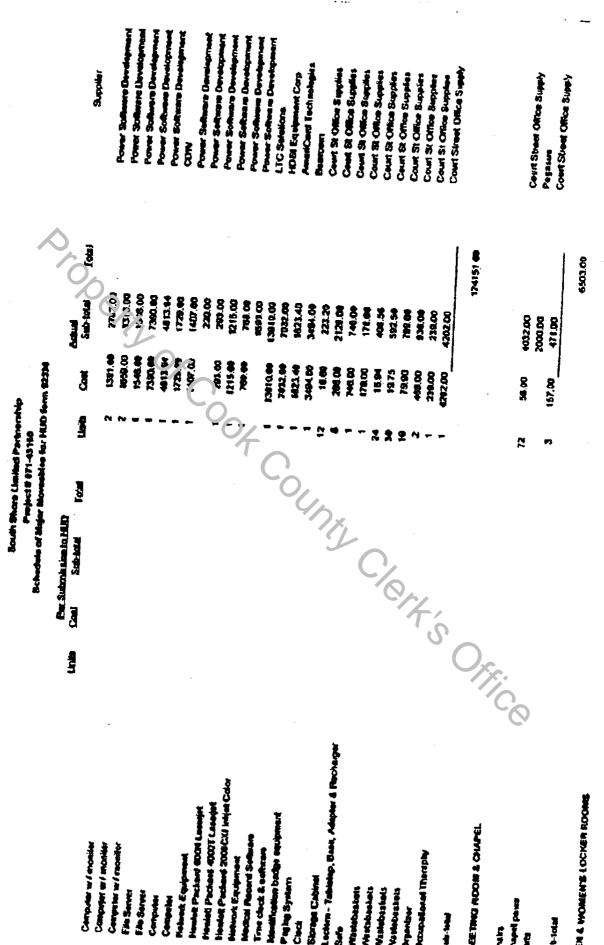
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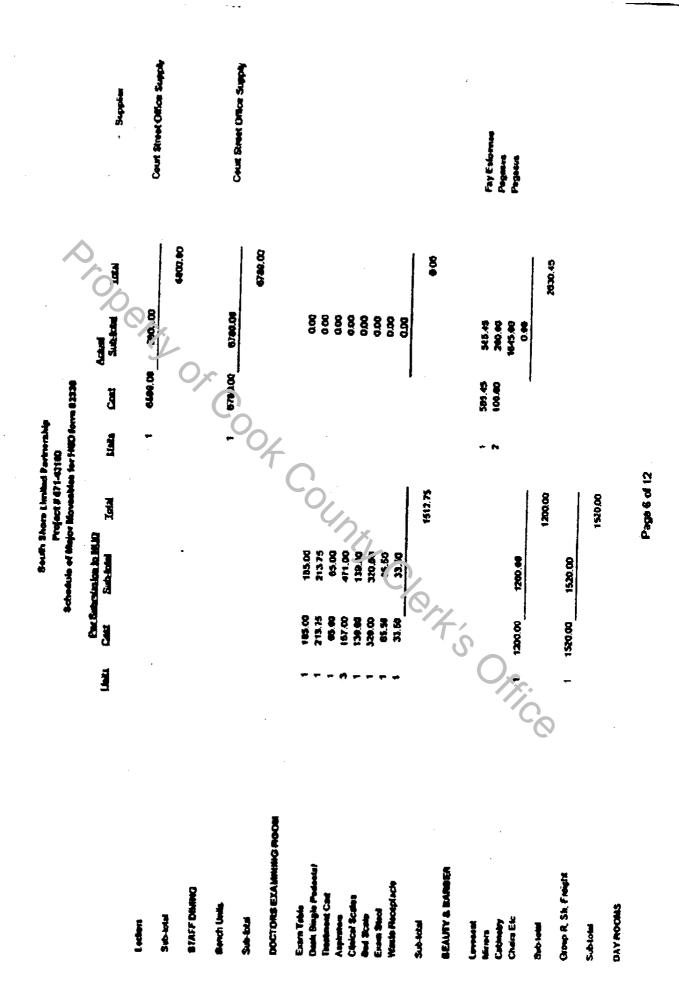
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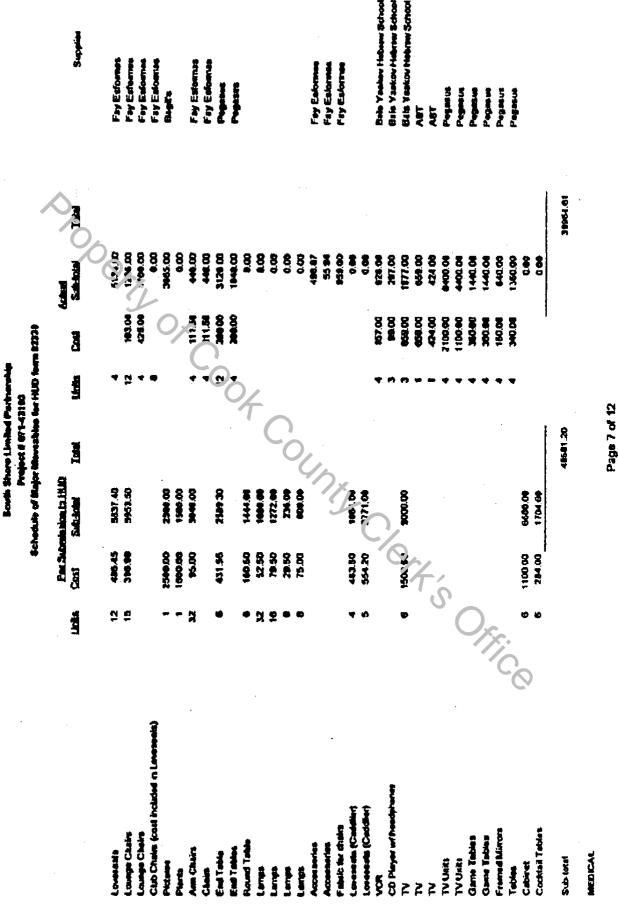
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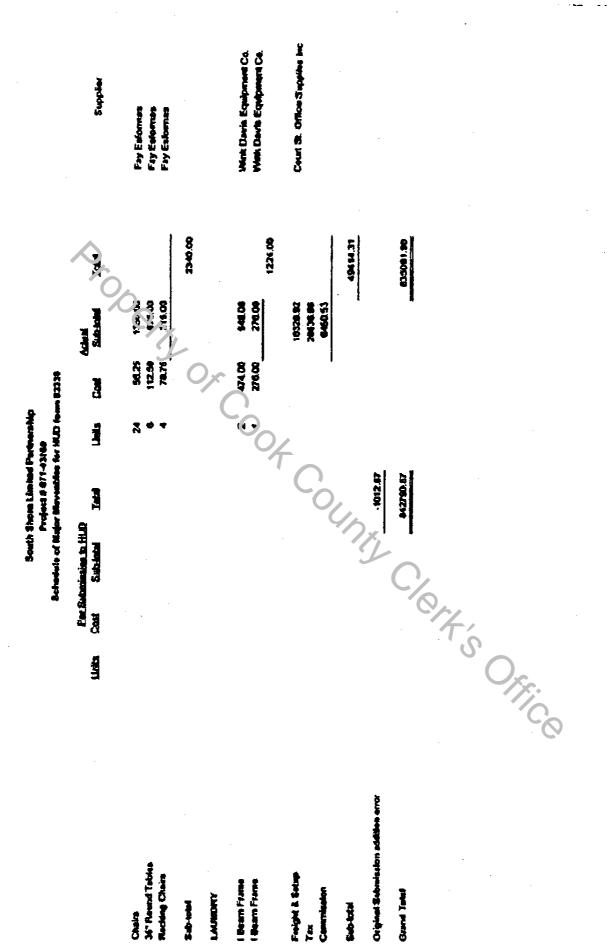
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