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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/26/2007 01:07 PM Pg: 1 of 5

210355

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
SAM REED (312) 521-7651

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SAMUEL D. REED, VICE PRESIDENT
CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS
35 EAST WACKER DRIVE, 33RD FLOOR
CHICAGO, ILLINOIS 60601

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0317545065, DATED 6/24/2003

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME **SOMERSET REAL ESTATE LLC**

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME **HEARTLAND BANK**

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS

14125 CLAYTON ROAD CITY CHESTERFIELD STATE MO POSTAL CODE 63017 COUNTRY USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS**

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA **COOK COUNTY**

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**EXHIBIT A
LEGAL DESCRIPTION
SOMERSET HOUSE
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-22046**

LOT 7 (EXCEPT THE NORTH 2 FEET) AND ALL OF LOTS 8 THROUGH 11 INCLUSIVE IN BLOCK 2 IN W.C. GOUDY ESTATE SUBDIVISION OF BLOCK 5 IN ARGYLE IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER

14.08.408.003.0000
14.08.408.031.0000

COMMON ADDRESS: 5009 North Sheridan Road, County of Cook,
City of Chicago, State of Illinois 60660

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EXHIBIT B
TO UCC FINANCING STATEMENT
FOR SOMERSET HOUSE
FEDERAL HOUSING ADMINISTRATION
PROJECT NO. 071-22046

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 refinancing of the Facility (as hereinafter defined), including: (i) a Mortgage; (ii) 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 SOMERSET HOUSE (the "Facility"), Federal Housing Administration Project No. 071-22046, 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 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 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

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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 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 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.
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.

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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 SOMERSET HOUSE, located in the City of Chicago, County of Cook, State of Illinois, Federal Housing Administration Project No. 071-22046.
17. All Minor Non-Realty Equipment now owned or hereinafter acquired by the Debtor with respect to SOMERSET HOUSE, located in the City of Chicago, County of Cook, State of Illinois, Federal Housing Administration Project No. 071-22046, including, but not limited to, sheets, pillow cases, towels, dishes, flatware and glassware.