

# UNOFFICIAL COPY



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Doc#: 0716242142 Fee: \$36.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/11/2007 01:38 PM Pg: 1 of 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Deborah Gordon  
Seyfarth Shaw LLP  
131 South Dearborn, Suite 2400  
Chicago, IL 60603

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  
PHWD REALTY, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS  
7444 LONG AVENUE

CITY  
SKOKIE

STATE  
IL

POSTAL CODE  
60077

COUNTRY  
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
LLC

1f. JURISDICTION OF ORGANIZATION  
ILLINOIS

1g. ORGANIZATIONAL ID #, if any  
IL 01882244

NONE

### 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

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

### 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  
MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS  
222 N. LASALLE STREET, 16TH FLOOR

CITY  
CHICAGO

STATE  
IL

POSTAL CODE  
60601

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:

See Financing Statement Addendum attached hereto and made a part hereof.

## Box 400-CTCC

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. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Cook County Recorder of Deeds (Mortgage)

83 7142102285

7

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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		
PHWD REALTY, LLC		
OR	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. <b>SEE INSTRUCTIONS</b>	ADD'L. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

### 12. ADDITIONAL SECURED PARTY'S of ASSIGNOR S/P/S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

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 B attached hereto and made a part hereof.

16. Additional collateral description.

See Exhibit A attached hereto and made a part hereof.

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

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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## EXHIBIT A UCC FINANCING STATEMENT ADDENDUM

Debtor:

PHWD Realty, LLC  
c/o Platinum Healthcare, LLC  
7444 Long Avenue  
Skokie, Illinois 60077

Secured Party:

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.  
222 North LaSalle Street, 16<sup>th</sup> Floor  
Chicago, IL 60601

Collateral: Secured Party has a continuing security interest in the following types of property (the "Collateral")

- a. Land. The real property described in Exhibit B attached hereto and made a part hereof together with all existing and future easements and rights affording access to it (the "Land");
- b. Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Document;
- c. Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- d. Easements. All existing and future easements, rights-of-way or use, franchises and tenements, rights, including all minerals rights, oil, gas, and associated substances, and other commercially valuable substances which may be in, under or produced from any part of the Land, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, (whether riparian, appropriative or otherwise, and whether or not appurtenant), air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- e. Fixtures and Personal Property. All goods, materials, supplies, work in process, chattels, machinery, equipment, appliances, fixtures (including, but not limited to, all heating, air

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conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State of Illinois (the "UCC"), and all proceeds and products of the above;

f. Leases and Rents. All existing and future leases, subleases, subtenancies, lettings, licenses, occupancy agreements, service agreements which include an occupancy agreement, concessions or other agreements (whether written or oral, nor or at any time, in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, or other agreements entered into in connection with such leases, subleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, prepayments, tax, insurance and replacement reserve deposits, receipts, termination, cancellation, and option payments, service reimbursements, fees, accounts receivables, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness;

g. Insurance Proceeds. All Insurance Proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

h. Condemnation Awards. All awards and any compensation, including interest thereon, which may heretofore and hereafter be made or paid with respect to the Property by reason of Taking, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

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i. Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

j. Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Agent and Lender in the Property as well as all claims, demands, judgments, refunds, reserves, accounts receivable, cost savings, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or appurtenances thereto or any part thereof, or (ii) the ownership or operation of the Property;

k. Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Land or the Improvements, development rights and authorizations, however characterized, now or hereafter issued, furnished or entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including building permits, environmental certificates, certificates of operation, warranties and guaranties; and including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

l. Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

m. UCC. All of the following types of collateral, as defined in the UCC: accounts, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health-care-insurance receivables and all books and records relating to the foregoing; provided, however, that Borrower will cooperate with Agent in obtaining "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper;

n. Accounts and Deposits. All of Borrower's interest in and to all operating accounts, the Loan funds, whether disbursed or not and all reserves, escrows and deposit accounts maintained by Borrower with respect to the Property including, without limitation, the Deposit Account and any accounts established pursuant to the Credit Agreement together with all deposits or wire transfers made to any Deposit Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof and any other monies on deposit with or for the benefit of Agent or Lender,

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including deposits for the payment of real estate taxes, insurance premiums or capital expenditures and any cash collateral account, and bank accounts of Borrower;

o. Books and Records. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

p. Proceeds. All proceeds and products and renewals of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims;

q. After-Acquired Property. Any and all after-acquired right, title or interest of Borrower in and to any property of the types described in the preceding granting clauses; and

r. Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (q) above.



**UNOFFICIAL COPY****EXHIBIT B  
UCC FINANCING STATEMENT ADDENDUM**

<b>Debtor:</b>  PHWD Realty, LLC c/o Platinum Healthcare, LLC 7444 Long Avenue Skokie, Illinois 60077	<b>Secured Party:</b>  MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent 222 North LaSalle Street, 16 <sup>th</sup> Floor Chicago, IL 60601
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**LEGAL DESCRIPTION****PARCEL 1:**

LOTS 1, 2, 3 AND 4, ALL INCLUSIVE, IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THAT PART THEREOF TAKEN AND USED FOR PUBLIC ALLEY PURPOSES).

**PARCEL 2:**

LOTS 1 AND 2 IN DALES SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 10 ACRES OF NELSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 3 AND 4 IN DALES SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH 10 ACRES OF NELSON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS:: 17-34-310-002-0000; 17-34-310-003-0000; 17-34-310-004-0000; 17-34-310-055-0000; 17-34-310-056-0000; 17-34-310-057-0000; 17-34-310-058-0000.