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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/21/2007 09:15 AM Pg: 1 of 9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

GREYSTONE SERVICING CORPORATION, INC.
419 BELLE AIR LANE
WARRENTON, VIRGINIA 20186
ATTN: LESLIE DOMINY

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
BRIGHTVIEW BUILDING COMPANY

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3553 WEST PETERSON AVENUE CHICAGO IL 60659 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LIMITED PARTNERSHIP ILLINOIS 36-3408987 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
GREYSTONE SERVICING CORPORATION, INC.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
419 BELLE AIR LANE WARRENTON VA 20186 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF PROPERTY.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF COLLATERAL.

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF MAJOR MOVABLES.

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

FILED WITH COOK COUNTY, ILLINOIS

Box 430

UNOFFICIAL COPY**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			
BRIGHTVIEW BUILDING COMPANY			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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. <u>SEE INSTRUCTIONS</u>	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 or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	SECRETARY OF HOUSING AND URBAN DEVELOPMENT				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
77 W. JACKSON BLVD.		CHICAGO	IL	60604	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
AND MADE A PART HEREOF FOR A
DESCRIPTION OF REAL PROPERTY.**

**"BRIGHTVIEW CARE CENTER"
FHA PROJECT NO. 071-22099**

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

16. Additional collateral description:

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 Estate18. 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 – Legal Description

LOTS 243, 244 AND 245, TOGETHER WITH THAT PART OF LOT 242 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 242 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 242, A DISTANCE 31.25 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 92 DEGREES 34 MINUTES, AS MEASURED FROM EAST TO NORTH, WITH THE SOUTH LINE OF SAID LOT 242, A DISTANCE OF 8.12 FEET; THENCE WESTERLY A DISTANCE OF 31.27 FEET TO A POINT ON THE WEST LINE OF SAID LOT 242, SAID POINT BEING 6.50 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTHERLY 6.50 FEET TO THE POINT OF BEGINNING, ALL IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH THREE QUARTERS OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST HALF OF SAID NORTHWEST QUARTER SECTION, WHICH LIES NORTH OF THE SOUTH 800.0 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NO. 14-17-115-017, Vol. 478
Affects: Lot 244

PERMANENT REAL ESTATE INDEX NO. 14-17-115-018, Vol. 478
Affects: Lot 245

PERMANENT REAL ESTATE INDEX NO. 14-17-115-030, Vol. 478
Affects: Subject property falling within Lot 242 and all of Lot 243

COMMON ADDRESS: 4538 North Beacon Street, Chicago, IL 60640

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EXHIBIT "B" TO SECURITY AGREEMENT AND OWNER'S FINANCING STATEMENTS

DESCRIPTION OF COLLATERAL OF OWNER

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of certain documents (collectively, the "Security Documents"), executed and delivered by **BRIGHTVIEW BUILDING COMPANY**, an Illinois limited partnership ("Debtor") in connection with the financing of the Project (as hereinafter defined), in favor of **GREYSTONE SERVICING CORPORATION, INC.**, a Georgia corporation (the "Secured Party"), including a Security Agreement and Financing Statements.

This Exhibit "B" refers to all of the Debtor's present and future right, title and interest in and to all of the following collateral which may be now or hereafter located on the premises of, relate to, or be used in connection with, the refinancing, repair, ownership, management, and operation of a certain skilled nursing facility known as "**Brightview Care Center**", FHA Project No. 071-22099 (the "Project"), located in Chicago, Cook County, Illinois:

1. Hospital beds and equipment, physiotherapy equipment, medical equipment and apparatus, all other equipment, goods and personal property as are commonly used in the full furnishing and equipping of a skilled nursing facility, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising, and relating to, situated on, or used or usable in connection with the maintenance and/or operation of a skilled nursing facility on a parcel of real estate.
2. All income, rents, profits, receipts and charges from the Project.
3. All accounts including without limitation the following: Reserve for replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
4. All insurance and condemnation proceeds.
5. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
6. 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 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; all piping, tubing, plumbing equipment and

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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 Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, 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 Property, appropriated to its use, and covered by each of the Security Documents to which this Exhibit is attached).

7. 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 pertaining to the Project (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 proper 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.

8. 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 pertaining to the Project, 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.

9. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Project, 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 Project, 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.

10. 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, repair, operation, ownership, equipping and management of the Project 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, development, repair, operation, management and maintenance of, or provision of services to, the Project 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 Project.

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11. All intangible personal property, accounts, licenses (to the extent assignable), permits (to the extent assignable), instruments, contract rights, and chattel paper of the Debtor pertaining to the Project, 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.
12. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property pertaining to the Project 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 Project located upon the Property.
13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials pertaining to the Project.
14. Any and all 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.
15. Any and all of the above which may become fixtures by virtue of attachment to the Property.
16. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.
17. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or their agents and employees in connection with the Project.
18. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
19. All income and rent, fixtures, major moveable equipment after-acquired property, accounts and revenues of the skilled nursing facility, and proceeds.
20. All rents, receipts, revenues, income, profits, proceeds, other funds, cash escrows, securities, instruments, general intangibles, deposit accounts, all accounts, including, but not limited to, health-care-insurance receivables and other accounts receivable, all other obligations for the payment of money, whether now existing or hereafter arising, including, all payments due from any Governmental Entity, and other accounts receivable, and all proceeds of any of the foregoing, including those arising out of the rendition of medical, surgical, diagnostic or other professional medical services or the sale of medical products in the ordinary course of its business, and unrestricted cash and investments derived from fixtures, equipment or properties owned or leased by the Debtor. Any and all other collateral or personal property of the Debtor as defined in the Illinois Uniform Commercial Code.
21. Any and all other Collateral of the Debtor as defined in the Uniform Commercial Code adopted in the State.
22. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

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EXHIBIT "C" TO SECURITY AGREEMENT AND OWNER'S FINANCING STATEMENTS DESCRIPTION OF COLLATERAL OF MAJOR MOVABLES

Brightview He			
Equipment List			
	EUL	Quant.	Price Each
able Lamps	10	1	\$45
Tables	15	1	\$120
Love Seat	10	1	\$400
Sofa Chairs	10	2	\$300
Computer	10	1	\$1,000
Mirror	10	1	\$180
Paintings	10	4	\$40
Conference Room			
Arm Chairs	15	5	\$120
Conference Table	15	1	\$900
Computer	10	1	\$1,000
Computer Desk	10	1	\$200
Paintings	10	1	\$40
Business Office			
Arm Chairs	15	1	\$120
Bulletin Board	5	3	\$35
Calculator	5	1	\$15
Executive Chair	15	1	\$300
Executive Desks	15	1	\$600
File Cabinets	15	26	\$125
Key Cabinet	15	5	\$80
Metal Shelving	20	2	\$40
Mobile Forms Rack	10	1	\$100
Personal Computer System	5	2	\$1,080
Printer	10	2	\$150
Safe	20	1	\$280
Secretarial Chairs	15	3	\$140
Administrator's Office			
Arm Chairs	15	2	\$120
Bookcase	15	1	\$100
Credenza	15	1	\$450
Executive Desk	15	1	\$750
Personal Computer System	5	1	\$1,000
Security Monitor System	10	1	\$1,000
Director of Nursing's Office			
Arm Chairs	15	2	\$120
Bookcase	15	2	\$100
Executive Chair	15	1	\$300
File Cabinet	15	1	\$650
File Cabinet - 4 Drawer	15	2	\$125
Personal Computer System	5	1	\$1,000
Social Worker's Office			
Arm Chairs	15	3	\$100
Executive Chair	15	3	\$200
Executive Desk	15	3	\$600
Computers	10	3	\$1,000
Printers	10	3	\$150
Director of Maintenance Office			
Bookcase	15	1	\$100
File Cabinet - 2 Drawer	15	2	\$80
Secretarial Chair	15	2	\$300
Tool Cabinets	10	3	\$100
Director's Office			
Bulletin Board	5	1	\$35
Calculator	5	1	\$15
Chair	15	2	\$150
Desk	15	1	\$400
File Cabinet - 2 Drawer	15	1	\$80
Computer	10	1	\$1,000
Outdoor/Patio Furniture			
Benches	10	6	\$110
Chairs	10	23	\$20
Patio Tables with 4 Chairs	10	2	\$200
Nursing Units			
Chest of 3 Drawers	15	143	\$130
Convalescent Chairs	15	143	\$150
Entertainment Center	10	2	\$500
Mattresses 70"	15	143	\$120
Non-Electric Beds	15	139	\$400
Over Bed Tables	15	136	\$80
Personal TV'S	10	10	\$80
Audio Visual			
Beauty/Barber Shop			
Rest Room			

Property of Community Health Center's Office

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	EUL	Quant.	Price Each
Therapy (PT, OT & Speech)			
Bookcase	15	1	\$100
Bulletin Board	10	2	\$35
	15	2	\$400
Electric Bike	5	3	\$750
Exercise Mats	5	1	\$800
File Cabinet - 2 Drawer	15	4	\$80
Parallel Bar 7'	15	1	\$800
Safe-T Mirror	5	1	\$225
Secretarial Chair	15	3	\$140
Side Chairs	15	6	\$80
Microwave	10	1	\$100
Nurses Station			
Bulletin Boards	5	1	\$35
Personal Computer	5	4	\$1,000
Resident Chart Holder	5	3	\$100
Secretarial Chairs	15	8	\$140
Refrigerator	10	3	\$110
Medicine Room			
Medication Refrigerator	5	3	\$200
Suction Pumps	10	3	\$200
Tray Dispensers	10	3	\$160
Janitor's Closet			
Mop Bucket Ringer	5	4	\$20
Mop Buckets	5	4	\$40
Utility Carts	10	3	\$175
Dietary			
China Heater	10	1	\$1,000
Cold Food Unit	10	5	\$450
Dish Carts	10	1	\$250
Electronic Can Opener (Comm.)	10	1	\$100
Food Carts	10	4	\$250
Food Processor	10	1	\$1,050
Hot Food Unit	10	1	\$1,100
Metal Shelving	10	3	\$85
Mixer, Beater	10	1	\$2,000
Open Tray Carts	10	3	\$175
Slicer	10	1	\$220
Slicer	10	1	\$1,050
Toaster (Commercial)	10	2	\$300
Tray Carts	10	5	\$300
Iron Machine	10	1	\$1,800
Janitor's Closet			
Mop Bucket Ringers	5	1	\$20
Mop Buckets	5	1	\$40
Two Wheel Hand Truck	8	1	\$130
Maintenance Shop			
Drills/Hand Tools	8	1	\$100
Ladder, 16'	8	1	\$200
Ladder, 4'	8	1	\$60
Ladder, 8'	8	2	\$140
Mobile Tool Cart	10	1	\$1,000
Platform Truck	10	2	\$200
Pressure Spray Machine	8	1	\$2,200
Snow Blower	5	1	\$450
Tool Racks	10	2	\$1,000
Two Hand Wheel Truck	8	3	\$130
Wet Vac	5	2	\$380
Housekeeping Store Room			
Buffer	8	3	\$800
Step Stools	10	3	\$65
Vacuum Cleaners	10	1	\$480
Wet Vacuum	10	2	\$380
Laundry			
Closed Linen Carts	10	10	\$250
Floor Fans	10	1	\$80
Folding Tables	15	1	\$80
Laundry Carts	8	2	\$300
Mop Bucket Ringers	5	1	\$20
Mop Buckets	5	1	\$40
Side Chairs	8	1	\$80
Housekeeping Office			
Desk	15	1	\$400
Secretarial Chair	10	2	\$140
Equipment and Supply Storage			
Blood Pressure Units	5	3	\$190
Cabinets (Locked)	10	12	\$300
Canes	8	11	\$50
Footstools	8	142	\$100
Office Chairs	10	8	\$400
Rolling Stools	15	1	\$1,500
Rolling Stools on Wheels	8	6	\$30
Ladders	10	2	\$500

Property of County of Santa Clara Health Services Office

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	EUL	Quant.	Price Each
Safety Rails	8	58	\$400
Trapeze Bar	10	1	\$100
	8	8	\$110
Chairs	10	44	\$200
Staff Lounge Room			
Bulletin Boards	5	1	\$35
Metal Lockers	10	8	\$400
Microwave	5	1	\$125
Tables	10	3	\$200
Chairs	10	12	\$50
Paint Room			
Metal Shelving	10	8	\$80
Total:			

Property of Cook County Clerk's Office