

# UNOFFICIAL COPY



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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Steven M. Herman, Esq.  
CADWALADER, WICKERSHAM & TAFT LLP  
One World Financial Center  
New York, New York 10281

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 <b>HCR MANORCARE PROPERTIES, LLC</b>				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>333 North Summit Street</b>		CITY <b>Toledo</b>	STATE <b>OH</b>	POSTAL CODE <b>43604</b>
		COUNTRY <b>USA</b>		
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>limited liability company</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>	1g. ORGANIZATIONAL ID #, if any <b>DE4442620</b>

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 <b>JPMORGAN CHASE BANK, N.A., as collateral agent</b>				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>270 Park Avenue</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10017</b>
		COUNTRY <b>USA</b>		

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A, attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

(49797.102) Mortgage Collateral - Turbo-069 (Illinois, Cook County)

## UCC FINANCING STATEMENT ADDENDUM

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

HCR MANORCARE PROPERTIES, LLC

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

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S 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. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any  NONE12.  ADDITIONAL SECURED PARTY'S or  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.

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

### COLLATERAL DESCRIPTION

The UCC-1 Financing Statement, Form UCC-1, to which this Exhibit A is attached, covers all right, title and interest, whether now owned or hereafter acquired, of Debtor in and to the following (collectively, the “**Property**”):

1. **Land**: the real property described on Exhibit B attached hereto and made a part hereof (the “**Land**”);
2. **Additional Land**: all additional lands, estates and development rights hereafter acquired by Debtor 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 that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of November 6, 2007, and effective as of December 21, 2007, made by Debtor for the benefit of Secured Party (the “**Security Instrument**”);
3. **Improvements**: the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land, including the healthcare related facility described on Schedule I (the “**Facility**”) operated on the Land (collectively, the “**Improvements**”);
4. **Easements**: all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, 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 Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
5. **Equipment**: all “equipment,” as such term is defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, beds,

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linens, televisions, lamps, glassware, and chinaware, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, cleaning apparatus, telephones, cash registers, computers, rehabilitation equipment, restaurant and kitchen equipment, and medical, dental, therapeutic, diagnostic and paramedical equipment and supplies, and all kitchen, medical, dental, diagnostic, rehabilitation and other fixtures and appurtenances thereto, now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) or other service providers except to the extent that Debtor shall have any right or interest therein;

6. **Fixtures:** all Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land or the activities conducted therein, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor’s interest therein), and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the “**Fixtures**”). Notwithstanding the foregoing, “**Fixtures**” shall not include any property which tenants or other service providers are entitled to remove pursuant to Leases or service contracts, except to the extent that Debtor shall have any right or interest therein;
  
7. **Personal Property:** all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts (including, without limitation, any rights of Debtor in accounts arising from the operation of the Facility), accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or

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intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements or used in connection with the activities conducted therein, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the “**Personal Property**”), and the right, title and interest of Debtor 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 or states where any of the Property is located (the “**Uniform Commercial Code**”), superior in lien to the lien of the Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, “Personal Property” shall not include any property which tenants or other service providers are entitled to remove pursuant to Leases or service contracts, except to the extent that Debtor shall have any right or interest therein;

8. **Leases and Rents:** subject to the provisions of Section 1.2 of the Security Instrument, all leases, rental agreements, occupancy agreements, residency agreements, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) 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, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, 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 (collectively, the “**Leases**”), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the “**Bankruptcy Code**”) and all right, title and interest of Debtor as lessor under the leases, 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, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land income, charges for services rendered or to be rendered (including, without limitation, rights to payment earned under leases for space in the Property for the operation of ongoing retail businesses such as newsstands, concession stands, barbershops, beauty shops, gift shops, cafeterias, dining rooms, restaurants, lounges, vending machines, physicians’ offices, pharmacies, laboratories, gymnasiums, swimming pools, tennis courts, golf courses, recreational centers, and specialty shops) and the Improvements and the operations conducted thereon whether paid or accruing before or after the filing by or against Debtor 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 Debt;
9. **Condemnation Awards:** all Awards which may heretofore and hereafter be made with respect to the Property, 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

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decrease in the value of the Property in accordance with the terms of that certain Loan Agreement, dated as of the effective date of the Security Instrument, made by and among Debtor, certain affiliates of Debtor, and Secured Party (the “**Loan Agreement**”);

10. **Insurance Proceeds**: all Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property in accordance with the terms of the Loan Agreement;
11. **Tax Certiorari**: all refunds, rebates or credits in connection with reduction in Taxes or Other Charges charged against the Property;
12. **Conversion**: all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards and Lease proceeds, into cash or liquidation claims;
13. **Rights**: the right, in the name and on behalf of Debtor, upon prior notice to Debtor 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 Secured Party in the Property subject to the terms of the Loan Agreement;
14. **Agreements**: to the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses (including, without limitation, liquor licenses, business licenses, state health department or social service licenses, food service licenses, certificates of need and all such other permits, licenses and rights, obtained from any Health Care Authorities (as defined in the Loan Agreement) concerning ownership, operation, use or occupancy of the Property, to the extent assignable), plans, specifications and other documents, whether entered into by Debtor or Debtor’s agent or any manager or administrator of the Property, including, without limitation, contracts and agreements with respect to the operations conducted or to be conducted at the Facility now or hereafter 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 Debtor therein and thereunder, including, without limitation, the right, upon the happening and continuance of an Event of Default, to receive and collect any sums payable to Debtor thereunder;
15. **Trademarks**: 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;
16. **Accounts**: all reserves, escrows and deposit accounts maintained by Debtor with respect to the Property or the operation of the Facility thereon, including, without limitation, all accounts established or maintained pursuant to the Cash Management

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Agreement; together with all deposits or wire transfers made to such accounts 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;

17. **Interest Rate Cap Agreement**: all rights of Debtor in, to, under, or pursuant to the Interest Rate Cap Agreement, including all products and proceeds of any of the foregoing; and,
18. **Other Rights**: to the extent assignable, any and all other rights of Debtor in and to the items set forth in Section 1 through Section 17 above.

Capitalized terms used herein and not otherwise defined shall have the meaning given to such term in the Loan Agreement.

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Facility # 407  
432 Poplar Drive  
Wilmette, IL  
County: Cook

PARCEL 1:

LOT 5 (EXCEPT THE NORTH 16 FEET) AND LOT 6 IN THE SUBDIVISION OF SWARTOUT'S RESUBDIVISION OF LOTS 4 AND 5 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN OWNER'S SUBDIVISION OF LOT 6 IN BLOCK 11 IN WILMETTE VILLAGE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN DOIG'S RESUBDIVISION OF LOTS 7 AND 8 IN BLOCK 11 IN WILMETTE VILLAGE IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcels 1 and 2: PIN: 05-34-121-056-0000

Parcel 3: PIN: 05-34-121-041-0000