#### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Phone (800) 331-3282

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 504

**UCC Direct Services** P.O. Box 29071 Glendale, CA 91209-9071 **FIXTURE** 

Doc#: 0807813045 Fee: \$44.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Dook County Recorder of Deeds Date: 03/18/2008 12:27 PM Pg: 1 of 5

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a, INITIAL FINANCING STATEMENT FILE #

0030439015 04/01/93

CC IL Cook+

This FINANCING STATEMENT AMENDMENT is

REAL ESTATE RECORDS

Effectiveness of the Pit-ancing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement. **TERMINATION:** 

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is nued for the additional period provided by a plir able law.

ASSIGNMENT (full or partial): Give name of assigner in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendmen, affects Debtor or Secured Party of record. Check only one of these two boxes

Also check <u>one</u> of the following three boxes <u>and</u> provide appropria information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item (a or 6b; also give new DELETE na

DELETE name: Give record name

ADD name: Complete item 7a or 7b. and also name (if name change) in item 7a or 7b and/or new address (if address r nan, e) in item 7c to be deleted in item 6a or 6b item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

ALIVIO MEDICAL CENTER, INC.

6b. INDIVIDUAL'S LAST NAME

FIRS. NAME

FIRST NAME

MIDDLE NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

7c. MAILING ADDRESS

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

STATE POSTAL CODE COUNTRY

SUFFIX

7d. SEE INSTRUCTION

ORGANIZATION DEBTOR

7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

ADD'L INFO RE

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

PIN: 17-20-433-006-0000

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. adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here

9a. ORGANIZATION'S NAME

SHOREBANK

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

13704567 Debtor Name: ALIVIO MEDICAL CENTER, INC. 398097

ais/chgo/1019/398097/aliviomedicalcenter\_MENDMENT (FORM UCC3) (REV. 05/22/02)

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#### EXHIBIT A TO FINANCING STATEMENT

DEBTOR:

Alivio Medical Center, Inc.

SECURED PARTY:

Cole Taylor Bank

All of Debtor's estate, right, title and interest in, to and under any and all of the following described property (the Security Property"), whether now owned or held or hereafter acquired:

- a) the real property owned by Debtor and located at 966 W. 21<sup>st</sup> Street, Chicago, Illinois 60608, which is more particularly described in Exhibit "B" attached hereto and made a part hereof, including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in and to the strips and gores, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");
- b) all improvements, structures or buildings, and replacements and alterations thereof, to be erected or now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said improvements, structures or buildings (the "Improvements");
- all supplies, furniture, fixtures, fittings, appliar ces, apparatus, equipment, machinery, building materials, inventory and articles of personal property and replacements thereof owned by Debtor, now or at any time hereafter affixed to, estached to, placed upon or used in any way in connection with the use, enjoyment, occup usey or operation of the Premises or the Improvements, together with any proceeds realized from the sale, transfer or conversion of any of the above (the "Chattels");
- d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and any unearned premiums accrued, accruing or to accide under any and all insurance policies now or hereafter obtained by Debtor and real estate tax and assessment refunds and credits at any time accruing to the benefit of Debtor or the Security Property, even if relating to taxes and assessments payable for a period or periods prior to the date hereof;
- e) all leases of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder; and including, without limitation, Debtor's right, if any, to cash or securities deposited thereunder, whether or not same was deposited to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of an Event of Default, as such term is defined in that certain Mortgage and Security Agreement dated on or about March 24, 2003 (the "Mortgage") from Debtor, as borrower, to Secured Party, as lender, to receive and collect the rents and other charges (including all impositions, assessments, occupancy charges, maintenance

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charges and charges payable by tenants of Debtor) thereunder, which Mortgage was executed and delivered in connection with the transactions contemplated by a certain Loan and Security Agreement dated on or about March 24, 2003 (the "Loan Agreement") between Debtor and Secured Party;

- f) all utility or municipal deposits made by or on behalf of Debtor or made in connection with the Premises;
- g) all plans, drawings, specifications, site plans, sketches, samples, contracts and agreen ents, however characterized from time to time, prepared for use in connection with the construction, repair, renovation or maintenance of the Improvements;
- h) all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, supply of any materials or the conduct of operations in and the management of the Premises, including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, however characterized, affecting the Premises and/or Improvements;
- i) any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Premises and/or the Improvement; and/or Chattels, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees;
- any and all leases, occupancy agreements, subleases, franchises, contracts, licenses, agreements and other understandings, heretofore of hereafter made, regardless of whether written or oral, and any extensions or renewals thereof, of a relating to the Premises or any part thereof (the "Assigned Leases"), and all of the rents, issue, and profits of and from the Premises, including, without limitation, all maintenance changes and assessments now or hereafter payable to Debtor or to which Debtor is now or hereafter entitled (collectively, the "Rents"), and other proceeds of and from the Premises, including, but not limited to, any insurance proceeds heretofore or hereafter paid by reason of any the or occupancy loss, business interruption or interruption of rental payments under the Assigned Leases or any thereof, whether now owing or which shall hereafter become owing by virtual of any or all of the Assigned Leases, and all moneys payable thereunder; and
- k) all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by or released to Debtor, or constructed, assembled or placed by Debtor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by Debtor, the same shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein and therein.

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TOGETHER WITH all of Debtor's right, title and interest in, to and under any and all of the following, whether now or hereafter acquired:

- (a) all contracts, purchase orders, subcontracts, architectural and engineering contracts, building permits, bonds in favor of Debtor and other contracts, agreements, permits, authorizations, warranties and/or guarantees in any way relating to the development, construction, renovation and/or modernization of the Land and Improvements (as such terms are defined in the Loan Agreement), whether now existing or at any time hereafter created or existing;
- (b) 22 furniture, fixtures, equipment, supplies and other personal property now or hereafter owned by Debtor and located in, on or about the Land and the Improvements (as such terms are defined in the Loan Agreement), excluding any of the foregoing owned or rented by service rendors or lessors which may be removed by such lessors at the expiration of such lesse; and
- (c) all proceeds, increase, substitutions, replacements, additions and/or accessions of any type of, to or for any of the foregoing.

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EXHIBIT "R" [Legal Description]

[Premises]

BLOCK 18 (EXCEPT THE NORTH 220.80 FEET) IN WALSH AND MCMULLIN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN W. DOKC OP COOP COUNTY CLERT'S OFFICE COOK COUNTY, ILLINOIS.