

# UNOFFICIAL COPY



Doc#: 0827729020 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/03/2008 10:55 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)

David L. Dubrow, Esq.  
Arent Fox LLP  
1675 Broadway  
New York, NY 10019

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 HCP - AM/Illinois, LLC				
OR		1b. INDIVIDUAL'S LAST NAME		
		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o HCP, Inc., 3760 Kilbourn Airport Way Suite 300				
		CITY Long Beach	STATE CA	POSTAL CODE 90806
		COUNTRY USA		
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3487917
				<input type="checkbox"/> 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
				<input type="checkbox"/> 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 Grandbridge Real Estate Capital LLC				
OR		3b. INDIVIDUAL'S LAST NAME		
		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 524 Lorna Square				
		CITY Birmingham	STATE AL	POSTAL CODE 35216
		COUNTRY USA		

### 4. This FINANCING STATEMENT covers the following collateral:

See Exhibit B attached hereto.

First American Title Order # 362111-11  
HV 5 of 6 DEC

Pg 1 of 3

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAIOLR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA Security Instrument (Fixture) - Holley Court Terrace - Cook County, Illinois (HCP - 015048.01558)

**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 HCP – AM/llinois, 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 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 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):

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

#### Holley Court Terrace

That certain real property situate in Cook County, Illinois, and more particularly described as follows:

That part of the following described parcels, all taken as one tract, (except the West 299.00 feet of said tract):

(A) The North 92 feet of Lots 7 and 8 lying North of the North line of Holley Court (formerly Cedar Street) in Skinner's Subdivision of 30 acres in the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

(B) The North 92 feet of Lots 1 and 2 in Henry's Mohle's Subdivision of Lot 9 in Samuel P. Skinner's Subdivision of 30 acres in the Southwest corner of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

(C) The North 98 feet of Lots 1 through 4 and the North 92 feet of Lots 5 through 7 in Holley's Subdivision of Lots 2 to 12 in Block 2 of Whipple's Subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

(D) Lots 1 through 4 in Bolle's Subdivision of Lots 7 and 8 in Block 8 in Kettlestring's Addition to Harlem, a Subdivision of part of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois;

(E) Lot 6 in Block 8 in Kettlestring's Addition to Harlem, Being a Subdivision of part of the Northwest 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

(F) All of the vacated East and West Alley (vacated by Ordinance recorded August 17, 1953 as Document 15696610) lying North of and adjoining Lots 1, 2, and 3 aforesaid, South of and adjoining Lots 1, 2, 3 and part of Lot 4, aforesaid East of the West line of Lot 1, produced North, and West of the East line of Lot 3, produced North, said alley being that part of the South 12 feet of Lot 7 in Block 8 in Kettlestring's Addition to Harlem, aforesaid lying West of the East line of Lot 3, produced North, all in Cook County, Illinois;

(G) All of the East-West 12 foot public alley (vacated by Ordinance recorded August 6, 1964 as Document 19207080) lying South of and adjoining Lot 4 in Bolle's Subdivision of Lots 7 and 8 of Block 8 in Kettlestring's Addition to Harlem, and North of and adjoining Lot 4 in Holley's Subdivision aforesaid in Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

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(H) All of Harlem Court (vacated by Ordinance recorded August 6, 1964 as Document 19207080) lying West of and adjacent to Lot 6 in Block 8 in Kettlestring's Addition to Harlem in Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

APN'S:

16-07-118-036-0000  
16-07-118-038-0000  
16-07-118-043-0000  
16-07-118-045-0000  
16-07-118-047-0000

Holley Court Terrace  
1111 Ontario Street  
Oak Park, IL 60302

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## EXHIBIT B

**DEBTOR:** HCP – AM/Illinois, LLC

**SECURED PARTY:** GRANDBRIDGE REAL ESTATE CAPITAL LLC/and  
FANNIE MAE

This financing statement covers the following types (or items) of property (the “Collateral Property”):

1. **Improvements.** The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “Land”), including any future replacements and additions (the “Improvements”);

2. **Fixtures.** All property which is so attached to the Land or the Improvements as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (the “Fixtures”);

3. **Personalty.** All equipment, inventory, general intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land, and all personal property currently owned or acquired by Debtor after the date hereof used in connection with the ownership and operation of the Land and the Improvements as a Seniors Housing Facility, all kitchen or restaurant supplies and facilities, dining room supplies and facilities, medical supplies and facilities, leasehold improvements, or related furniture and equipment, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor, and the proceeds thereof

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(cash and non-cash, including insurance proceeds) and any other equipment, supplies or furniture owned by Debtor and leased to any third party service provider or operator under any operating lease, use, occupancy, or lease agreements, as well as all licenses, to the extent permitted by applicable law and regulations, including replacements and additions thereto (the “**Personalty**”);

4. **Other Rights.** All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

5. **Insurance Proceeds.** All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirement;

6. **Awards.** All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

7. **Contracts.** All contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral Property entered into by Debtor now or in the future, any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Land or the Improvements, including cash or securities deposited to secure performance by parties of their obligations (the “**Contracts**”);

8. **Other Proceeds.** All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

9. **Rents.** All rents (whether from residential or non-residential space) revenues and other income of the Land or the Improvements, including rent paid under any Operating Lease, subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, security deposits, entrance fees, application fees, processing fees, community fees and any other amounts or fees forfeited by any resident or tenant, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Land or the Improvements, and the payments and the right to receive payments from Medicaid programs, or similar federal, state or local programs, boards, bureaus or agencies, and from residents, private insurers or others (“**Third Party Payments**”), due for the rents or services of residents at the Land and Improvements (the “**Rents**”);



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10. **Leases.** All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals thereof, all residency, occupancy, admission, and care agreements pertaining to residents of the Land and Improvements and also any master lease, operating agreement, operating lease or similar document, preapproved by Secured Party, under which control of the occupancy, use, operation, maintenance and administration of the Collateral Property as a Seniors Housing Facility has been granted to any individual or entity other than the Debtor, including, but not limited to that certain Amended and Restated Master Lease Agreement between HCP – AM/Colorado, LLC, HCP – AM/Florida, LLC, HCP – AM/Illinois, LLC, HCP – AM/Texas, LLC and HCP – AM/Tennessee, LLC, as their interests appear, as Landlord and ARC Greenwood Village, Inc., ARC Coconut Creek, LLC, ARC Holley Court, LLC, ARC Boca Raton, Inc., ARC Pecan Park, L.P., and Homewood at Brookmont Terrace, LLC, collectively and jointly and severally as Tenant dated as of July 20, 2007, as amended by that certain First Amendment to Amended and Restated Master Lease Agreement dated as of September 24, 2008, as the same may be amended, restated, modified and supplemented from time to time (the “**Operating Lease**”) (collectively, the “**Leases**”);]

11. **Other.** All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Multifamily Mortgage, Assignment of Rents and Security Agreement and Fixture Filings, dated as of September 24, 2008 by Debtor and Assignor (the “**Security Instrument**”), and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. **Imposition Deposits.** Deposits held by the Secured Party to pay when due (1) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (2) the premiums for fire and other hazard insurance, rent loss insurance and such other insurance as Secured Party may require under the Security Instrument, (3) taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien, on the Land or the Improvements, and (4) amounts for other charges and expenses which Secured Party, at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party’s interests, all as reasonably estimated from time to time by Secured Party (the “**Imposition Deposits**”);

13. **Refunds or Rebates.** All refunds or rebates of those obligations of Debtor for which the Imposition Deposits are required (“**Impositions**”) by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

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14. **Tenant Security Deposits.** All resident and tenant security deposits, entrance fees, application fees, processing fees, community fees and any other amounts or fees deposited by any resident or tenant upon execution of a Lease which have not been forfeited by the resident or tenant (the “**Tenant Security Deposits**”);

15. **Names.** All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

16. **Payments.** All payments due, or received, from residents, second party charges added to base rental income, base and/or additional meal sales, commercial operations located on the Land and Improvements or provided as a service to the residents of the Land and Improvements, rental from guest suites, seasonal lease charges, furniture leases, and laundry services, and any and all other services provided to residents in connection with the Collateral Property, and any and all other personal property on the Land and Improvements, excluding personal property belonging to residents of the Collateral Property (other than Personalty belonging to Debtor);

17. **Licenses and Operating Contract.** Subject to applicable law and regulations, all Licenses, and all Contracts relating to the operation and authority, to operate the Land and Improvements as a Seniors Housing Facility. “License(s)” means any operating licenses, certificates of occupancy, health department licenses, food service licenses, certificates of need, business licenses, permits, registrations, certificates, authorizations, approvals, and similar documents required by applicable laws and regulations for the operation of the Land and Improvements as a Seniors Housing Facility, including replacements and additions thereto;

18. **Third Party Payments.** All Third Party Payments arising from the operation of the Collateral Property as a Seniors Housing Facility, utility deposits, unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of any conversion of the Collateral Property or any part thereof including, without limitation, proceeds of hazard, property, flood and title insurance and all awards and compensation for the taking by eminent domain, condemnation or otherwise of all or any part of the Collateral Property or any easement therein;

19. **Accounts.** All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, rents and profits, now or hereafter arising, received or receivable, from or on account of the Debtor’s management and operation of the Land and Improvements as a Seniors Housing Facility (the “**Accounts**”);

20. **Inventory.** All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or



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consumed at the Land or the Improvements, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever (the "**Inventory**"); and

21. **Reserve and Shortfall Reserve.** All of Debtor's interest in the Reserve and Shortfall Reserve (as each term is defined in the Operating Lease) with respect to the Collateral Property, all or any part of the existing or future funds therein, or any general intangible in connection therewith, which interest is prior in right to the rights of the applicable operator with respect to the Reserve and Shortfall Reserve for such Collateral Property.

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