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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/26/2012 01:17 PM Pg: 1 of 10

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) DAVID A. BARSKY (202) 293-8200
B. SEND ACKNOWLEDGMENT TO: (Name and Address) KROOTH & ALTMAN LLP 1850 M STREET, N.W. SUITE 400 WASHINGTON, D.C. 20036

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 BEVERLEY PAVILION LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 6865 N. LINCOLN AVENUE			CITY LINCOLNWOOD	STATE IL	POSTAL CODE 60712	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION ILLINOIS		1g. ORGANIZATIONAL ID #, if any 00591661	<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. <u>SEE INSTRUCTIONS</u>	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)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 125 SOUTH WACKER DRIVE, SUITE 1800-A			CITY CHICAGO	STATE IL	POSTAL CODE 60606	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

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

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

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.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)		optional		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA RECORD IN COOK COUNTY, ILLINOIS							

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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		
	BEVERLEY PAVILION, 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. <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			
	SECRETARY OF HOUSING AND URBAN DEVELOPMENT			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
	451 SEVENTH STREET, SW, ROOM 6264	WASHINGTON	DC	20410
				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.

"PRESIDENTIAL PAVILION"
FHA PROJECT NO. 071-22186

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 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" (LEGAL DESCRIPTION)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Chicago, County of Cook, State of Illinois.

LOTS 18 TO 28 BOTH INCLUSIVE, IN BLOCK 3 IN C.H. BECKWITH'S SUBDIVISION OF BLOCKS 14 AND 15 IN HUNTER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8001 S. WESTERN AVENUE
CHICAGO, ILLINOIS 60620
(COOK COUNTY)

PERMANENT REAL ESTATE INDEX NO.: 20-31-108-044-0000

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EXHIBIT "B" TO SECURITY AGREEMENT AND FINANCING STATEMENTS

DESCRIPTION OF OWNER COLLATERAL

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by **BEVERLEY PAVILION, LLC**, an Illinois limited liability company (for the purposes of this Exhibit, the "Debtor") in connection with the financing of the Project (as hereinafter defined) in favor of **CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS**, an Illinois corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may now or hereafter be located on the premises of, relate to, or be used in connection with, the financing, repair, ownership, management, and operation of a certain skilled nursing and intermediate care facility known or to be known as "**Presidential Pavilion**" (the "Project"), located in Chicago, Cook County, Illinois and owned by the Debtor:

All rights, title and interest of the Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timbers and other emblements now or hereafter on or part of the real property described in Exhibit "A" (said real property described in Exhibit "A" is hereinafter referred to as the "Property"), or under or above or about the same or any part or parcel thereof;

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment engines; pipes; pumps; tanks; motors; conduits; computers; telephones; switchboards; plumbing; lifting; cleaning; fire prevention; fire extinguishing, refrigerating, ventilating and communication apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators, escalators, shades; awnings, screens, storm doors and windows; stoves, wall beds, beds, refrigerators; attached cabinets, partitions, ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all additions and accessions thereto and replacements thereof;

All other tangible personal property of any kind or nature now or hereafter owned or acquired by the Debtor or now or hereafter located or installed at or in any other improvements on the Property, or elsewhere at or about the Property, together with any betterments to the Property or anything attached to or used in connection with any the Property or which may now

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or hereafter at any time be placed in or added thereto, together with any and all replacements or substitutions thereof;

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, services laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances;

All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Debtor which are now or hereafter located on the Property or any part or parcel thereof;

All of the Debtor's interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and to all leases or rental arrangements hereafter made and entered into by the Debtor during the life of the security agreements or any extension or renewal thereof, together with any and all guarantees of such leases or rental agreements and including all present and future security deposits and advanced rentals;

Any and all awards, payments or settlements, including all interest thereon, and the right to receive the same, as a result of (a) any condemnation proceedings or the total or partial taking of the Property or the Collateral or any part thereof under the power of eminent domain or under any conveyance in lieu thereof, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Property described in Exhibit "A" or any Collateral described in this Exhibit;

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all insurance proceeds or other proceeds or sums payable for the loss of or damage to (a) the Property described in Exhibit "A", or other Collateral described herein, (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Collateral;

All contracts and contract rights of the Debtor, including but not limited to all rights and/or benefits arising from contracts entered into in connection with development, construction upon, operation or sale of part or all of the Collateral including contract or sales deposits;

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 Property or any improvements thereon, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

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All of the Debtor's rights to any fictitious or other names or trade names or copyrights used in conjunction with the Property or any Collateral or any other real or personal property of the Debtor;

All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, benefits or other incentives (such as those available under any government sponsored, designated or recognized economic zone, enterprise zone, empire zone or empowerment zone or any like designation or program available for the Property now or in the future, including the availability of tax-exempt bond financing, additional accelerated depreciation expensing, environmental cleanup cost deductions, and/or capital gain roll-over), governmentally-registered or authorized tax credits or other credits (including, without limitation, emissions reduction tax credits, energy savings tax credits, empowerment zone employment tax credits, low-income housing tax credits, new market tax credits, welfare-to-work tax credits, and/or work opportunity tax credits), and all other credits, benefits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district, (ii) any insurance or utility company, or (iii) any other party or person, relating to any or all of the Property now or in the future, or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All refunds, rebates, reimbursements, credits and/or payments of any kind due from or payable by any governmental or other agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon the Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All undisbursed proceeds of any loan made to the Debtor by the Secured Party whether or not related to the Property and/or the Collateral;

All present and future rents, issues, profits, income, revenue, royalties, options, benefits, supporting obligations, accounts receivable, and other receivables of the Debtor or subject to the control of the Debtor (including, without limitation, all healthcare insurance receivables and/or entitlements, particularly any claim, right, lien, title, benefits or other interest of the Debtor with respect to any health insurance, co-insurance, Medicaid reimbursement, Medicare reimbursement, or other income, revenue, payments or reimbursement, if any, owing, payable to, chargeable by, or received by, the Debtor or any lessee, operator or other party controlled by, or affiliated with, the Debtor, or otherwise attributable or generated by or from the Property and/or the Collateral), all accounts of the Debtor, accounts subject to the control of the Debtor and/or any other accounts that are in any way related to the Collateral or the Property described in Exhibit "A" attached hereto and each and every part and parcel thereof (including, without limitation, any and all security accounts, negotiable and nonnegotiable certificates of deposit and/or any investments of any kind, all letters of credit and/or all deposit accounts, but excepting resident security deposits or other resident accounts), all general intangibles, payment intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books

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and records relating to the foregoing and also all present and future right, title and interest of the Debtor under any by virtue of each and every franchise, license, permit, lease or any other similar document or contractual right written or verbal covering any part or parcel of the Property or the Collateral whether now or hereafter made and any and all amendments to or modifications, extensions or renewals thereof and all proceeds thereof, it being the intention of the parties hereto that: (a) the security interest of the Secured Party shall attach to the Collateral (i) as soon as the Debtor obtains any interest in any property or collateral; (ii) before the property or collateral is installed or affixed to any other collateral; and (b) the security interest held by the Secured Party shall cover cash and non-cash proceeds of the Collateral;

All operating licenses, provider agreements, bed authority and/or certificate(s) of need issued to the Debtor or otherwise required to operate the Property as a hospital or health care facility and receive any benefits and/or reimbursements under any provider agreement with Medicaid, Medicare, or any State or local programs, health care insurers or other assistance providers, to the fullest extent allowed by law; provided, however, that with respect to any such operating license, the Debtor and the Secured Party acknowledge that any right of the Secured Party to repossess the Property and/or the Collateral does not necessarily transfer or confer any authority upon the Secured Party to operate a hospital or health care facility.

All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds;

The Debtor acknowledges and agrees that in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of Revised Article 9 of the Uniform Commercial Code (1999 Official Text, as amended), the above collateral description covers all assets of Debtor.

The real property described in Exhibit "A" is subject to a certain (1) Mortgage dated as of April 1, 2012, given by the Debtor to the Secured Party and recorded in the land records of Cook County, Illinois (the "Mortgage"). The Mortgage secures a certain Mortgage Note dated as of April 1, 2012, for the original principal amount of Seventeen Million Seven Hundred Twenty-One Thousand Five Hundred and 00/100ths Dollars (\$17,721,500.00) given by the Debtor to the Secured Party (the "Note"). The maturity date of the Note and the Mortgage is May 1, 2046. In the event of default under the terms of the Note and/or the Mortgage pursuant to which the Secured Party or any subsequent holder thereof declares the whole of the indebtedness secured thereby to be due and payable, at its option, the Secured Party or any subsequent holder may declare the whole of the indebtedness and all other sums secured hereby to be due and payable.

Except for the accounts, deposits, receivables, contracts, cash and non-cash proceeds and/or other intangibles described above, or goods of a type normally used in more than one location, the street address of the Property and/or Collateral is 8001 S. Western Avenue, Chicago, Illinois 60620.

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The term "Collateral" as used above specifically includes, to the fullest extent allowed by law, all of the Debtor's right, title and/or interest in, to and under the following documents, contracts effects, rights and/or intangibles respecting the hospital or health care facility operated at the Property described in Exhibit "A" herein: (1) the operating license or operating certificate, and (2) each and every provider agreement or other agreement with Medicaid, Medicare or any State or local program, health care insurer, health care plan, managed care organization (MCO), health maintenance organization (HMO), preferred provider organization (PPO), independent practice association (IPA) or any like provider or any other agreement with any other entity engaged in the delivery or payment of health care services; provided, however, the Secured Party acknowledges that its right(s) to repossess the Collateral as set forth in this paragraph does not necessarily transfer or confer any right or authority to operate a hospital or health care facility.

Notwithstanding any other provision contained herein, the Collateral shall include, without limitation, all receipts, revenues, income, profits, proceeds, accounts receivable and unrestricted cash and investments derived from properties owned or leased by the Debtor, excepting permanently restricted net assets (i.e. donor restricted endowment funds) as defined in the Debtor's annual audit.

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EXHIBIT 'C' DESCRIPTION OF MAJOR MOVABLES

Site administrator's Major Movable, inventory & Equipment list						
Project	Local	State	Zip	SF	#3336	
Presidential Pavilion	Chicago	Illinois	60629			
Date	1/4/2011			Site SF		
Number of beds	328		Reflective			INSPECTION
MAJOR MOVABLE FIXED			Age	Quantity	Reported	Notes from Administrator
Roofing per Sq Flat built up	square		7	109	1	10,900 sq ft
Roofing per Sq Gable shingle	square					
Windows			29	493		using 1981 as install date
Pavements (SF)			10	5,200	5200SF	
HW Heaters (domestic use potable)			5	3		
Main bldg HW heater boiler			5	2		
Water storage (tank)			17	1	47	
Main bldg Heat (air)			26	1	47	1 water
Common Area Heat/Cooling			21	2	47	both
wall hung forced air registers			10	148	0	
AC Fan-coil (roof top)						
Chiller A/C Cooling			20	1	46	
Resilient Flooring (SF)			11	70,831	0	
Carpet (SF)			3	550	550SQ	
Fire Equipment Alarm System			4	1		
Emergency Generator			21	1	37	
Nurse Call Sys			10			
Refrig. Walk-in			19	1	20	
Freezer Walk-in			19	1	20	
Elevator			6	3	47	recent controllers
Resident rooms Fixed realty						
Blinds						operational
Geriatric Chair			2	12		
Closet			6			built in EUL exceeds term
Wardrobes/dressers			4	328		
Television						
Food Service (Kitchen) Capital						
Dishwasher			12	1	20	
Freezer Reach-in			13	2	10 to 20	
Range Oven			15	4		
Range hood			10	1		
Kitchen sink			12	4		
Steam cooker						
Toasters				1		
Food carts						
Ice Machine			12	1	1 to 2	
Plate warmer						
Steam table			4	3		
House Keeping						
Dryer			10	4		
Washer			6	4	11 to 6	
Linen Cart			3	24		
Office Equipment						
Copier			4	1		
CPU			5	10	1 to 6	
Fax Machine			2	3		
Laptop CPU			0	0		
Monitor			3	10	1 to 6	
Printer			5	10	1 to 4	
Mini Frig			4	2		
File cabinets			6	10	0 to 6	
Safe			3	10		
Shredder			2	2		
Telephone			1	34		
Time clock			4	1		
Typewriter						
Office furniture						
Bookcase			3	3		
Chair Desk						
Desk						
File Cabinet						
Table Conference						
Common Furniture						
Chair Arm						
Chair wing						
Sofa						
End tables						
Credenzas						

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Project	Local	State	Zip	Reported
Presidential Pavilion	Chicago	Illinois	60628	
Date	1/4/2011			
Number of beds	328		AGE	Quantity
Entertaining/Training				
Barber Chair				
DVD Player			2	17
Piano			10	1
Stereo System			3	2
TV			2	6
VCR				
Resident Movable Furniture				
Beds Power and Rails	Power			
Beds Manual and Rails	Manual		10	328
Matress			5	328
Side Chair			1	332
Night stand			5	328
Over bed tables			5	62
Nursing				
Bath Lift			2	2
Hoyer Lift			2	2
Exam Table				
Geni-High Back Chair			2	12
Lift Electric			2	2
Medication Cart			2	8
Therapy Bath			10	1
Wheelchair scale				
Upright scale			3	1
Walker			3	75
Wheelchair			3	55
Physical Therapy				
Exercise bike			2	2
Matt table				
Stairs			10	1
Parallel Bars			10	1
Arm Exerciser			3	7
Food service Realty (small appliances)				
Dining Chairs			1	254
Dining tables			5	1
Mixer			20	
Food processor			1	1
Meat Slicer			4	1
Microwave				
Housekeeping				
Carpet Cleaner				
Carpet Extractor				
Floor Stripper			10	2
High speed Burnisher			6	7
Facilities Maintenance				
Floor fan			1	4
Ladder			5	4
Leaf blower				
Patio Chairs			4	8
Patio Table			4	2
Riding Mower			0	2
Vacuum			3	1
Power Washers			3	1
Weed Trimmer				