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Doc#: 1235410003 Fee: \$48.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/19/2012 09:35 AM Pg: 1 of 6

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 8644 JPMORGAN CHASE

CT Lien Solutions 36045380  
P.O. Box 29071  
Glendale, CA 91209-9071  
ILIL  
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
0806434064 03/04/03 CC IL Cook

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

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

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee 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 Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 DELETE name: Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
MATHER LIFEWAYS

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SEE EXHIBIT "B" ATTACHED HERETO

S   
P   
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M   
SC   
E   
INT

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.

9a. ORGANIZATION'S NAME  
JPMORGAN CHASE BANK, N.A.

OR

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

10. **OPTIONAL FILER REFERENCE DATA**  
36045380 Debtor Name: MATHER LIFEWAYS MATHER LIFEWAYS 0000670900

**UNOFFICIAL COPY****UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0806434064 03/04/08 CC IL Cook

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

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Debtor Name and Address :

MATHER LIFEWAYS

- 1603 ORRINGTON AVENUE, SUITE 1800 , EVANSTON, IL 60201

Secured Party Name and Address :

JPMORGAN CHASE BANK, N.A. - 10 S Dearborn - IL1-0054, CHICAGO, IL 60603

Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SEE EXHIBIT "B" ATTACHED HERETO.

Parcel ID: 11-18-404-004;11-18-404-005; 11-18-404-013; 11-18-404-014;11-18-404-015

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## EXHIBIT A

DEBTOR: MATHER LIFEWAYS  
SECURED PARTY: JPMORGAN CHASE BANK, N.A.

### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor related to the Mather North Project (as described in the hereinafter defined Construction Loan Agreement) and in which Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

All receipts, revenues, rentals, income, insurance proceeds (including, without limitation, all Medicaid, Medicare and other third-party payments), condemnation awards and other moneys received by or on behalf of Debtor in connection with its ownership or operation of the Mather North Project, including (without limitation) revenues derived from (a) the ownership, operation or leasing of any portion of the Mather North Project and all rights to receive the same (other than the right to receive Medicaid and Medicare payments), whether in the form of accounts, general intangibles or other rights, and the proceeds of such accounts, general intangibles and other rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (b) gifts, grants, bequests, donations and contributions heretofore or hereafter made to Debtor that are specifically designated for the Mather North Project and that are legally available to meet any of the obligations of Debtor incurred in the financing, operation, maintenance or repair of any portion of the Mather North Project; excluding, however, (i) any amounts received by Debtor as a billing agent for another entity, except for fees received for serving as billing agent, (ii) gifts, grants, bequests, donations and contributions to Debtor heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Construction Loan Agreement dated as of December 14, 2007 (the "Construction Loan Agreement") between Mather LifeWays ("LifeWays") and Secured Party, (iii) gifts, grants, bequests, donations and contributions to LifeWays or Debtor heretofore or hereafter made, and the income and gains derived therefrom, which are not specifically designated by the donor or grantor to a particular purpose or which are specifically designated for a particular purpose other than the Mather North Project, (iv) any moneys received by Debtor from prospective Residents or commercial tenants in order to pay for customized improvements to those Independent Living Units or other areas of the Mather North Project to be occupied or leased to such Residents or tenants, (v) payments or deposits under a Residency Agreement that by its terms or applicable law are required to be held in escrow or trust for the benefit of a Resident until the conditions for the release of such payment or deposit have been satisfied, and (vi) all deposits and/or advance payments made in connection with any residency of the Independent Living Units or other areas of the Mather North Project to be occupied by Residents or tenants and received prior to receipt of a Certificate of Occupancy of such units. Unless otherwise defined herein, all

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capitalized terms used in this Exhibit A shall have the meanings assigned thereto in the Construction Loan Agreement.

All accounts, chattel paper, tax refunds, contract rights, leases, residency agreements, leasehold interests, letters of credit, instruments, documents, documents of title, patents, copyrights, trademarks, tradenames, licenses, goodwill, beneficial interests and general intangibles; (b) all goods whose sale, lease or other disposition by Debtor have given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor; (c) certificated and uncertificated securities; (d) goods, including without limitation all its consumer goods and inventory; (e) liens, guaranties and other rights and privileges pertaining to any of the Collateral; (f) monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents; (g) all property now or at any time or times hereafter in the possession, or under the control of Secured Party or its bailee; (h) all accessions to the foregoing, all litigation proceeds pertaining to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; and (i) all books, records and computer records in any way relating to the above.

All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the "Premises", as described in Exhibit B attached to and incorporated into this Financing Statement, or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor and all property owned by Debtor and now or hereafter used for similar purposes in or on the Premises (as described on Exhibit B hereto), together with articles or parts now or hereafter affixed to the property described in this paragraph or used in connection with such property, any and all replacements for such property and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises as it relates to the Mather North Project or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises as it relates to the Mather North Project or elsewhere, together with files, books of account and other records, wherever located;

Debtor's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits) and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including, without limitation,

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Debtor and Secured Party under the powers granted by the Security Agreement made between Debtor and Secured Party and the other Transaction Documents as described and defined therein) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

Debtor's right, title and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, and general intangibles relating to the Premises;

All rights in and proceeds from all fire and hazard, loss-of-income and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the Security Agreement between Debtor and Secured Party or in the Mather North Mortgage, the use or occupancy thereof or the business conducted thereon;

All awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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## EXHIBIT B

DEBTOR: MATHER LIFEWAYS

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

### THE PREMISES LEGAL DESCRIPTION

**PARCEL 1:**

LOTS 1, 2 AND 3 IN HARVEY T. WEEKS RESUBDIVISION OF LOTS 10, 11 AND THE SOUTH 43 FEET OF LOT 12 OF BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

LOTS 6, 7, 8 AND 9 IN BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

THE 5 FOOT NORTHEASTERLY VACATED ADLEY ADJOINING LOTS 7, 8 AND 9 IN THE VILLAGE OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS