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## UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

*operator/sablessee  
212234*



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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/28/2013 04:28 PM Pg: 1 of 6

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>DAVID A. BARSKY (202) 293-8200</b>
B. E-MAIL CONTACT AT FILER (optional) <b>DBARSKY@KROOTH.COM</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>KROOTH &amp; ALTMAN LLP 1850 M STREET, N.W., SUITE 400 WASHINGTON, D.C. 20036</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>ALDEN ESTATES OF SKOKIE, INC.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>4200 W. PETERSON AVENUE, SUITE 140*</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60646</b>
COUNTRY <b>USA</b>				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>125 SOUTH WACKER DR., SUITE 1800-A</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60506</b>
COUNTRY <b>USA</b>				

4. COLLATERAL: This financing statement covers the following collateral:

**\*1(C) CONTINUED: C/O ALDEN MANAGEMENT SERVICES, INC.**

**SEE EXHIBIT "B-2" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF SUBLESSEE COLLATERAL.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				

8. OPTIONAL FILER REFERENCE DATA:  
**RECORD IN COOK COUNTY, ILLINOIS**

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

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 

9a. ORGANIZATION'S NAME <b>ALDEN ESTATES OF SKOKIE, INC.</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME <b>SECRETARY OF HOUSING AND URBAN DEVELOPMENT</b>				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS <b>451 SEVENTH STREET, SW, ROOM 6264</b>	CITY <b>WASHINGTON</b>	STATE <b>DC</b>	POSTAL CODE <b>20410</b>	COUNTRY <b>USA</b>

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

**ESTATES OF SKOKIE, L.L.C.****C/O ALDEN MANAGEMENT SERVICES,  
INC., 4200 W. PETERSON AVENUE  
SUITE 140  
CHICAGO, ILLINOIS 60646**

16. Description of real estate:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF FOR A DESCRIPTION OF  
REAL PROPERTY.****"ALDEN ESTATES OF SKOKIE"  
FHA PROJECT NO. 071-43269**

17. MISCELLANEOUS:

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## EXHIBIT "A" LEGAL DESCRIPTION

### **PARCEL 1:**

THE EAST 11.20 FEET OF LOT 44 AND LOTS 45 TO 52, INCLUSIVE (EXCEPT THEREFROM THAT PART OF SAID LOTS 44 TO 48, INCLUSIVE DEDICATED FOR HARVEST LANE) IN OLD ORCHARD RESUBDIVISION OF PART OF LOT 5 AND ALL OF LOT 6 IN ADMINISTRATOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **PARCEL 2:**

THAT PART OF HARVEST LANE VACATED BY PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 1012456014 DESCRIBED AS FOLLOWS:

THAT PART OF 50 FOOT WIDE HARVEST LANE ACCORDING TO THE PLAT OF DEDICATION THEREOF RECORDED MARCH 5, 1959 AS DOCUMENT 17472791, LYING EAST OF THE WEST LINE AND SAID WEST LINE EXTENDED NORTHERLY OF THE EAST 11.20 FEET OF LOT 44 AND LYING WEST OF THE EAST LINE AND SAID EAST LINE EXTENDED NORTHERLY OF LOT 48, ALL IN OLD ORCHARD RESUBDIVISION OF PART OF LOT 5 AND ALL OF LOT 6 OF ADMINISTRATOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OLD ORCHARD RESUBDIVISION RECORDED NOVEMBER 29, 1956 AS DOCUMENT 16767277, EXCEPTING FROM AFORESAID THE NORTH 16.00 FEET OF THE WEST 18.00 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** 4626 OLD ORCHARD ROAD  
SKOKIE, ILLINOIS 60076  
(COOK COUNTY)

### **PERMANENT REAL ESTATE INDEX NOS.:**

10-10-103-024, VOL. 110 (AFFECTS: LOTS 43 TO 52 OF PARCEL 1)  
10-10-103-029, VOL. 110 (AFFECTS: EAST 11.20 FEET OF LOT 44 OF PARCEL 1)

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## EXHIBIT "B-2" TO MASTER TENANT AND SUBLESSEE SECURITY AGREEMENT AND SUBLESSEE FINANCING STATEMENTS

### DESCRIPTION OF SUBLESSEE COLLATERAL

This Exhibit is attached to, incorporated by reference in, and forms a part of certain documents (collectively, the "Security Documents"), executed, where applicable, and delivered in connection with the financing of the Project (as hereinafter defined), including a Master Tenant and Sublessee Security Agreement by and between **ALDEN ESTATES OF SKOKIE, INC.**, an Illinois corporation (for the purposes of this Exhibit, the "Sublessee") and **ALDEN MASTER TENANT ASSOCIATION, L.L.C.**, an Illinois limited liability company (for the purposes of this Exhibit, the "Master Tenant") and **CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS**, an Illinois corporation (for the purposes of this Exhibit, the "Secured Party") and Sublessee Financing Statements.

All of the following described property and interests in property, whether now in existence or hereafter arising, and relating to, situated or located on or used or usable in connection with the maintenance and/or operation of a certain skilled nursing facility known as "**Alden Estates of Skokie**", FHA Project No. **071-43269** (the "Project"), located on the property described in Exhibit "A" (hereafter referred to as the "Premises") and owned by the Sublessee (the "Sublessee Collateral").

(a) All fixtures, furniture, equipment and other goods and tangible personal property of every kind and description whatsoever now or hereafter located on, in or at the Premises, including, but not limited to, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, radiators, motors, furnaces, compressors and transforms; all power generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment, and fixtures, fans and switchboards; all telephone equipment; all piping, tubing and plumbing equipment and fixtures; all heating, refrigeration, air-conditioning, cooling, ventilating, sprinkling, water, power, waste disposal and communications equipment, systems and apparatus; all water coolers and water heaters, all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, kitchen and laundry fixtures, utensils, appliances and equipment, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture now or hereafter installed or used or usable in the operation of any part of the buildings, structures or improvements erected or to be erected in or upon the Premises and every replacement thereof, accession thereto, or substitution therefor, whether or not all of the above are now or hereafter acquired or attached to the Premises in any manner;

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(b) All articles of tangible personal property not otherwise described herein which are now or hereafter located in, attached to or used in, on or about the buildings, structures or improvements now or hereafter located, placed, erected, constructed or built on the Premises and all replacements thereof, accessions thereto, or substitution therefor, whether or not the same are, or will be, attached to such buildings, structures or improvements in any manner;

(c) All rents, leases, income, revenues, issues, profits, royalties and other benefits arising or derived or to be derived from, or related to, directly or indirectly, the Premises, whether or not any of the property described in this item (c) constitutes accounts, chattel paper, documents, general intangibles, instruments or money;

(d) All awards now or hereafter made with respect to the Premises as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Premises (including but not limited to any destruction or decrease in the value by fire or other casualty), whether or not any of the property described in this item (d) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts, or money;

(e) All land surveys, plans and specifications, drawings, briefs and other work product and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Premises;

(f) Licenses, permits, certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Premises, any nursing home license, assisted living facility license, any and all Medicaid/Medicare Provider Agreements, and any other license necessary for the provision of services at the Premises; however, the Secured Party disclaims a security interest in such of the property described in this item (f) to the extent that a security interest in such property may not be granted to the Secured Party without the forfeiture of the rights of the Sublessee (or any assignee of the Sublessee) or a default resulting thereunder.

(g) All funds, monies, securities and other property held in escrow, lock boxes, depository or blocked accounts or as reserves and all rights to receive (or to have distributed to the Sublessee) any funds, monies, securities or property held in escrow, lock boxes, depository or blocked accounts or as reserves including but not limited to all of Sublessee's rights (if any) to any funds or amounts in that certain reserve funds and/or residual receipts accounts created under the Regulatory Agreement required by the Secretary of Housing and Urban Development or the Federal Housing Administration Commissioner;

(h) All accounts, Accounts Receivable, general intangibles, chattel paper, instruments, documents, inventory, goods, cash, bank accounts, certificates of deposits, securities, insurance policies, letters of credit, deposits, judgments, liens,

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causes of action, warranties, guaranties and all other properties and assets of the Sublessee, tangible or intangible, whether or not similar to the property described in this item (h) As used herein, the term "Accounts Receivable" shall include (i) all healthcare insurance receivables, healthcare revenues, including, but not limited to Medicaid and Medicare receivables, Veterans Administration or other governmental receivables, private patient receivables, and HMO 10 receivables; (ii) any payments due or to be made to the Sublessee relating to the Premises or (iii) all other rights of the Sublessee to receive payment of any kind with respect to the Premises;

(i) All books, records and files of whatever type or nature relating to any or all of the property or interests in property described herein or the proceeds thereof, whether or not written, stored electronically or electromagnetically or in any other form, and whether or not such books, records, or files constitute accounts, equipment or general intangibles.

(j) Any and all security or other deposits which have not been forfeited by any tenant under any lease; and

(k) All products and proceeds of any and all of the property (and interests in property) described herein including, but not limited to proceeds of any insurance, whether or not in the form of original collateral, accounts, contract rights, chattel paper, general intangibles, equipment, fixtures, goods, securities, leases, instruments, inventory, documents, deposit accounts or cash.