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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/02/2014 02:57 PM Pg: 1 of 7

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]
Kelly Wrenn 202-661-2200
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Kelly Wrenn
Ballard Spahr LLP
1909 K Street NW
12th Floor
Washington, D.C. 20006

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
CR FINANCE II, LLC
1b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
1c. MAILING ADDRESS
11701 BORMAN DRIVE, SUITE 315
CITY
ST. LOUIS
STATE
MO
POSTAL CODE
63146
COUNTRY
USA

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
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
BERKADIA COMMERCIAL MORTGAGE LLC
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS
118 WELSH ROAD
CITY
HORSHAM
STATE
PA
POSTAL CODE
19044
COUNTRY
USA

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

See Exhibit A attached hereto for a description of the real estate to which certain of the collateral relates. See Exhibit B attached hereto for a description of the collateral.

Either Secured Party, acting alone, is authorized to file continuation statements with respect to this financing statement.

Certain of the goods described in Exhibit B are, or are to become, fixtures on the real estate described in Exhibit A, and this financing statement is to be filed for record in the real estate records.

5. Check only if applicable and check only one box: Collateral is [] held in a Trust (see UCC1Ad, item 17 and instructions) [] being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:
[] Public-Finance Transaction [] Manufactured-Home Transaction [] A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box:
[] Agricultural Lien [] Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): [] Lessee/Lessor [] Consignee/Consignor [] Seller/Buyer [] Bailee/Bailor [] Licensee/Licenser
8. OPTIONAL FILER REFERENCE DATA:

Cook County, Illinois Rosewood Care Center of Inverness; FHA Project No. 071-22075

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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 CR FINANCE II, LLC	
OR	9c. 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 ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b).

	11a. ORGANIZATION'S NAME UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, C/O OFFICE OF HEALTHCARE PROGRAMS			
OR	11b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS 451 7TH STREET S.W.				
	CITY WASHINGTON	STATE DC	POSTAL CODE 20410	COUNTRY USA

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)

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

**INVERNESS REAL ESTATE, L.L.C.
11701 BORMAN DRIVE, SUITE 315
ST. LOUIS, MO 63146**

14. This FINANCING STATEMENT

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

16. Description of real estate

See Exhibit A attached hereto.

**PROJECT NAME: ROSEWOOD CARE CENTER OF
INVERNESS
FHA PROJECT NO.: 071-22075**

17. MISCELLANEOUS:

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NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME CR FINANCE II, LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME BERKADIA COMMERCIAL MORTGAGE LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT A TO UCC FINANCING STATEMENT

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO A LINE 652.80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 200 FEET; THENCE SOUTH 37 DEGREES 47 MINUTES EAST A DISTANCE OF 144.33 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES WEST A DISTANCE OF 66.07 FEET; THENCE SOUTH 55 DEGREES 13 MINUTES WEST, 117 FEET; THENCE NORTH 89 DEGREES 47 MINUTES WEST, A DISTANCE OF 89 FEET; THENCE NORTH 00 DEGREES 13 MINUTES EAST A DISTANCE OF 75 FEET; THENCE NORTH 26 DEGREES 47 MINUTES WEST, A DISTANCE OF 82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES WEST A DISTANCE OF 50 FEET; THENCE NORTH 53 DEGREES 06 MINUTES 20 SECONDS WEST, A DISTANCE OF 112 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 20 SECONDS WEST, A DISTANCE OF 48 FEET TO THE AFORESAID LINE WHICH IS 652.80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 47 MINUTES WEST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 185.12 FEET TO THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 666.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT AMONG INVERNESS RKM, INC., AN ILLINOIS CORPORATION, WILLIAMSBURG PARTNERS, LTD., AN ILLINOIS LIMITED LIABILITY PARTNERSHIP, AND WILLIAMSBURG

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VILLAGE OWNERS ASSOCIATION INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DATED DECEMBER 16, 1985 AND RECORDED DECEMBER 24, 1985 AS DOCUMENT 85337003 FOR INGRESS AND EGRESS AND UTILITIES OVER THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN WILLIAMSBURG VILLAGE OWNERS ASSOCIATION AND INVERNESS REAL ESTATE, L.L.C., DATED NOVEMBER 3, 1995 AND RECORDED AS DOCUMENT 95800382 AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED SEPTEMBER 13, 2002 AND RECORDED AS DOCUMENT 0021151723 FOR UTILITIES AND INGRESS AND EGRESS OVER THE STREETS, ROADS AND ACCESS ROUTES AND THE ENTRANCEWAYS DESCRIBED THEREIN AS DELINEATED ON THE PLAT OF WILLIAMSBURG UNIT ONE, RECORDED AS DOCUMENT 26362326.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SIGN EASEMENT AGREEMENT MADE BY AND BETWEEN WILLIAMSBURG VILLAGE OWNERS ASSOCIATION AND INVERNESS REAL ESTATE, L.L.C. DATED NOVEMBER 3, 1995 AND RECORDED AS DOCUMENT 95800383 AS AMENDED BY AMENDMENT TO SIGN EASEMENT AGREEMENT DATED SEPTEMBER 13, 2002 AND RECORDED AS DOCUMENT 0021151724 FOR A PERPETUAL EXCLUSIVE EASEMENT, PRIVILEGE, RIGHT AND AUTHORITY FOR THE PURPOSE OF ERECTING, USING AND MAINTAINING A SIGN ON THE EASEMENT PROPERTY DESCRIBED ON AMENDED EXHIBIT "B" ATTACHED THERETO.

1800 Colonial Parkway
Inverness, IL 60067
PIN: 02-28-301-017; 02-28-301-039

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NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME CR FINANCE II, LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME BERKADIA COMMERCIAL MORTGAGE LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT B TO UCC FINANCING STATEMENT

All of the following described property and interests in property, whether now in existence or hereafter arising, relating to, situated, or located on, or used or usable in connection with, the maintenance and/or operation of the property described in Exhibit A (hereafter referred to as the "**Land**"):

(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 Land, including, but not limited to, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, radiators, motors, furnaces, compressors and transformers; 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 Land 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 Land in any manner;

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

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(d) All awards now or hereafter made (“**Awards**”) with respect to the Land 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 Land (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 Land;

(f) All licenses, permits, certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Land and/or the healthcare facility situated on the Land (the “**Healthcare Facility**”), any nursing home license, assisted living facility license, any and all Medicaid/Medicare/TRICARE/CHAMPUS or other governmental insurance provider agreements (“**Provider Agreements**”), and any other license necessary for the provision of services at the Land and/or the operation of the Healthcare Facility. Provided that this collateral description shall be construed as evidencing the grant of a security interest, the assignment of receivables, the giving dominion and control, or designation of an attorney-in-fact, with respect to the Government Receivables Accounts or Government Payments to the greatest extent permitted by and not in violation of (i) applicable law, now enacted and/or hereafter amended, and (ii) the Provider Agreements. For purposes herein, “**Government Receivables Accounts**” shall mean separate deposit account(s) into which only Government Payments are deposited, and “**Government Payments**” shall mean a payment from a governmental entity and shall include, without limitation, payments governed under the Social Security Act (42 U.S.C. §§ 1395 et seq.), including payments under Medicare, Medicaid and TRICARE/CHAMPUS, and payments administered or regulated by the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services;

(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 Debtor) 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 Debtor’s rights (if any) to any funds or amounts in that certain reserve funds and/or residual receipts accounts created under any 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, and any rights to payment evidenced by instrument(s), documents, inventory, goods, cash, cash proceeds, bank accounts, deposit accounts, certificates of deposits, securities, insurance policies, letters of credit, letter of credit rights, deposits, judgments, liens, causes of action, warranties, guaranties and all other properties and assets of the Debtor, 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, 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

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Debtor relating to the Land or (iii) all other rights of the Debtor to receive payment of any kind with respect to the Land;

(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 and guarantees of leases, subleases and guarantees of subleases, instruments, inventory, documents, deposit accounts or cash.