

# UNOFFICIAL COPY

892036  
4 of 4  
John

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



Doc# 1632342091 Fee \$46.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/18/2016 02:52 PM PG: 1 OF 5

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Arlington Heights Memory Care, LLC  
565 East John Carpenter Freeway, Suite 545  
Irving, Texas 75062  
Attention: John Barbee

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
1332329122 11/19/2013

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

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

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME  
INDIVIDUAL'S FIRST PERSONAL NAME  
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:  
See Exhibit A attached hereto and made a part hereof.

THIS IS A PARTIAL RELEASE AMENDMENT ONLY; EXCEPT FOR THE COLLATERAL SPECIFICALLY RELEASED HEREBY, THE SECURITY INTEREST PERFECTED BY THE ORIGINAL UCC FINANCING STATEMENT CONTINUES IN FULL FORCE AND EFFECT.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
BMO Harris Bank N.A.

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:  
Cook County, Illinois Debtor: Arlington Heights Memory Care, LLC Matter No. 4130738

Box 400

S  
P  
15  
N  
S  
C  
T

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form <b>1332329122</b>	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME	<b>BMO Harris Bank, N.A.</b>
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME			
<b>Arlington Heights Memory Care, LLC</b>			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

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

16. Name and address of a RECORD OWNER of real estate described in item 17  
(if Debtor does not have a record interest):

17. Description of real estate:

**See Exhibit A**18. MISCELLANEOUS:  
Cook County, Illinois

Debtor: Arlington Heights Memory Care, LLC

Matter No. 4130738

International Association of Commercial Administrators (IACA)

# UNOFFICIAL COPY

## EXHIBIT A TO UCC FINANCING STATEMENT

### PART I:

All of Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired:

A. All buildings and improvements of every kind and description heretofore or hereafter erected or placed on any property which Debtor heretofore or hereafter encumbered in favor of Secured Party or to a trustee for the benefit of Secured Party pursuant to one or more mortgages or deeds of trust (all such property collectively referred to herein as the "Real Property") and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Real Property, all fixtures, machinery, apparatus, equipment, fittings and articles of personal property now or hereafter attached to or contained in or used or useful in connection with the Real Property, the operation, maintenance and protection thereof or the operation of the business of the Debtor thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Property in any manner.

B. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights owned by Debtor and belonging or in any wise appertaining to the Real Property and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security unless prohibited by any federal, state or local law, regulation, ordinance or directive) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable.

C. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Property or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

# UNOFFICIAL COPY

## PART II:

This financing statement shall also cover a security interest in all of the following:

(a) All deposit accounts (whether general, specific or otherwise) of Debtor (whether now owned or existing or hereafter created or acquired) maintained with Secured Party and all sums now or hereafter on deposit therein or payable thereon unless such security interest violates any applicable federal, state or local law, regulation, ordinance or directive;

(b) All materials owned by Debtor intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected on the premises, described on *Schedule 1* attached hereto and made a part hereof (the "*Real Estate*"), all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature owned by Debtor whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Estate and the buildings and improvements owned by Debtor now or hereafter located thereon and the operation, maintenance and protection thereof including, but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature owned by Debtor and fixtures and appurtenances owned by Debtor thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property owned by Debtor used or useful in the operation, maintenance and protection of the Real Estate and the buildings and improvements owned by Debtor now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner;

(c) All of Debtor's right, title and interest in and to judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to the Real Estate or any part thereof or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets; and

(d) All proceeds of the foregoing.

# UNOFFICIAL COPY

## SCHEDULE 1 TO EXHIBIT A

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 10, THAT IS 15.41 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10 AND RUNNING THENCE NORTHWESTERLY IN A STRAIGHT LINE THAT FORMS AN ANGLE OF 76 DEGREES 00 MINUTES 00 SECONDS (MEASURED FROM NORTH TO WEST) WITH THE WEST LINE SAID SECTION 10, A DISTANCE OF 442.50 FEET TO THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 95.20 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE FIRST DESCRIBED COURSE, A DISTANCE OF 465.83 TO A POINT ON THE WESTERLY LINE OF THE PROPERTY CONVEYED BY EMIL CURTIS AND DORIS CURTIS TO WILLIAM DIEHL AND RECORDED AS DOCUMENT NUMBER 9225797; THENCE SOUTHWESTERLY ALONG SAID LINE A DISTANCE OF 96.95 FEET TO A POINT ON A LINE FIRST COURSE EXTENDED; THENCE NORTHWESTERLY ALONG SAID LINE 6.67 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE WESTERLY 30 FEET FALLING WITHIN ARLINGTON HEIGHTS ROAD) IN COOK COUNTY, ILLINOIS

Street Address: 1625 S. Arlington Heights Road, Arlington Heights, Illinois 60005-3769

PIN: 08-09-401-003

PIN: 08-10-300-012

COOK COUNTY CLERK'S OFFICE