

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1725544053

Doc# 1725544053 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/12/2017 12:48 PM PG: 1 OF 6

A. NAME & PHONE OF CONTACT AT FILER (optional) Alyssa C. Campbell
B. E-MAIL CONTACT AT FILER (optional) acampbell@hinshawlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Alyssa C. Campbell Hinshaw & Culbertson LLP 222 N. LaSalle St Suite 300 Chicago, Illinois 60601-1081

THE ABOVE SPACE IS RESERVED FOR THE FILER'S USE

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 5905 WEST WASHINGTON BOULEVARD, LLC						
OR	1b) INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 6300 Wilshire Blvd., #1800			CITY Los Angeles	STATE CA	POSTAL CODE 90048	COUNTRY

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 BANK LEUMI USA						
OR	3b) INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 555 West 5th Street, Suite 3300			CITY Los Angeles	STATE CA	POSTAL CODE 90013	COUNTRY USA

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

See attached Exhibit A.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

JA

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

5905 WEST WASHINGTON BOULEVARD, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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):

16. Description of real estate:

See attached Exhibit B.

17. MISCELLANEOUS:

UNOFFICIAL COPY

EXHIBIT A

Description of Collateral

GRANTOR: 5905 WEST WASHINGTON BOULEVARD, LLC

SECURED PARTY: BANK LEUMI USA

All of Grantor's interest in (1) The real estate located in Cook County, Illinois, and legally described on **Exhibit B** attached hereto and made a part hereof (the "**Land**"), (2) all improvements now owned or hereafter acquired by Grantor, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"; the Land and Improvements are collectively referred to herein as the "**Premises**"), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to or installed in any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**"), (4) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts maintained by Grantor with respect to the Premises (the "**Deposit Accounts**"), (5) all existing and future leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use or occupy, all or any part of the Property, whether made before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code, together with any extension, renewal or replacement of the same and together with all related security and other deposits (the "**Leases**"), (6) all of the rents, additional rents, revenues, royalties, income, proceeds, profits, early termination fees or payments, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Property or any part thereof, whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code (the "**Rents**"), (7) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Property (the "**Property Agreements**"), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (9) all property tax refunds, utility refunds and rebates, earned or received at any time (the "**Tax Refunds**"), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**"), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Grantor (the "**Insurance**"), (12) all of Grantor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures (the "**Condemnation Awards**"), (13) all of Grantor's rights to appear and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee in the Property and (14) all rights, powers, privileges, options and other benefits of Grantor as lessor under the Leases, including, without limitation, the immediate and continuing right to claim for, receive, collect and receive all Rents

UNOFFICIAL COPY

payable or receivable under the Leases or pursuant thereto (and to apply the same to the payment of the Indebtedness and the Obligations), and to do all other things which Grantor or any lessor is or may become entitled to do under the Leases.

Personal Property

All right, title and interest of Grantor, whether now or hereafter acquired, in and to all buildings, building materials, construction materials, improvements, equipment, machinery, fixtures, goods, inventory, fittings, appliances, apparatus, furnishings, furniture and all other property of every kind and description and any replacements thereof or additions thereto now or at any time appurtenant to or located upon the real property described in **Exhibit B** attached hereto and incorporated herein ("**Property**"), or to be located upon, appurtenant to or incorporated in the Property, and all right, title and interest of Grantor in and to all personal property of every kind and description now or at any time hereafter located on or appurtenant to the Property, or to be located upon or appurtenant to the Property, to the extent used in connection with the use, enjoyment, occupancy or operation of the Property. Without limiting the general description set forth above, such property shall include the following to the extent owned by Grantor: all equipment and facilities for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilation or air conditioning purposes or for sanitary drainage purposes or for the removal of dust, refuse or garbage, or for the operation of any restaurant or other food preparation facility, or for the operation of any barber shop, hair, beauty or nail salon, or for the storage of any valuables, or for the operation of any laundry, dry cleaning or other personal services activity, or for the storage, maintenance or repair of any motor vehicle, van or bus owned, leased or used by Grantor, or for any activity related to the maintenance or repair of the Property, or for any laundry or cleaning facility related to the provision of clean sheets, towels or other linen, or for any and all other facilities and activities related to the operation of the Property as a skilled nursing facility and related facility, or for the pursuit of any other activity in which Grantor may be engaged on the Property, and including without limitation, cabinets, awnings, window shades, Venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, beds, tables, chairs, lamps, dressers, desks, bureaus, headboards or other room furnishings, sheets, towels, blankets, bedspreads or other linen, swimming pools, jacuzzis, spas, hot tubs, weights or exercise equipment, lockers, cleaning apparatus, chambermaid carts and room cleaning equipment, amplifiers, microphones, pianos or other equipment or instruments for the presentation of live or recorded entertainment, televisions, radios, phonographs, audio and video tape recorders and players, silverware, plates, dishes, cups, glasses and other tableware, refrigeration equipment, stoves, ovens, grills, pots, pans and other cooking and food serving equipment, motor vehicles, vans and buses, tractors, lawnmowers, ground sweepers and tools, together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing.

All right, title and interest of Grantor, whether now owned or hereafter acquired and wherever located, in and to all general intangibles of Grantor to the extent used in connection with the Property, including, but not limited to trademarks, tradenames, or service marks (and, including, but not limited to: any franchise and/or license agreements, and all amendments, modifications, renewals and extensions thereto).

UNOFFICIAL COPY

Accounts Receivable:

Any right of Grantor arising from the operation of the Property, whether now or hereafter, to payment for goods sold or leased for services rendered, or for rooms rented or leased whether or not yet earned by performance, not evidenced by an instrument of chattel paper, including without limiting the generality of the foregoing, (i) all accounts arising from the operation of the Property, (ii) all rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organization or entities which sponsor and administer the American Express Card, the Visa Card, the Carte Blanche Card and the Mastercard Card), (iii) health care insurance receivables, and (iv) all rights to payment for the rental or lease of rooms or facilities on the Property, together with those accounts now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or non-cash, moveable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof of any or all of the foregoing and proceeds therefrom.

Permits:

All of the right, title and interest of Grantor in and to all authorizations, licenses and permits concerning the use and operation of the Property as a skilled nursing facility and related facilities, including but not limited to all permits and licenses with respect to the sale of food and beverages, whether now or hereafter acquired; provided, however, that all patents, copyrights, trademarks, and tradenames, or licenses or rights pertaining thereto of, shall be excluded from this Security Agreement.

Policies:

All policies of insurance now or hereafter maintained by Grantor in connection with the Property and/or the above-described Personal Property, including, without limitation, policies of insurance insuring the Property and/or the above-described Personal Property against loss or damage, policies of insurance insuring against loss to Grantor from interruption of business conducted on the Property, policies of flood insurance, policies of boiler and pressure vessel insurance, policies of worker's compensation insurance, and policies of liability insurance.

Proceeds:

All proceeds received when any of the foregoing or the proceeds thereof are sold, exchanged, or otherwise disposed of, including, without limitation, involuntary dispositions, destruction and claims for damages thereto, including, without limitation, cash proceeds, all accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment, inventory (all as defined in Sections 9105, 9106 and 9109 of the California Uniform Commercial Code or as defined in any statute of similar tenor under the laws of the State of Illinois), and insurance proceeds and any other rights or property arising under or receivable upon any such disposition.

UNOFFICIAL COPY

EXHIBIT B

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 85, 86, 87 and 88 in Prairie Ave Addition to Austin in the South East 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

NOTE: Being Parcel No. 16-08-419-003-0000, 16-08-419-004-0000, 16-08-419-005-0000, 16-08-419-006-0000 and 16-08-419-007-0000, of the City of Chicago, County of Cook.

Property of Cook County Clerk's Office