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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



1811744077

Doc# 1811744077 Fee \$54.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/27/2018 02:38 PM PG: 1 OF 9

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

MEGAN TOWN
CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS
1 NORTH LASALLE STREET
37TH FLOOR
CHICAGO, ILLINOIS 60602

172626-001

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1311419060

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:

This Change affects 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
NORTHMOOR ASSOCIATES, L.L.C.

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

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
CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
RECORD IN COOK COUNTY, ILLINOIS

CCRD REVIEW:

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EXHIBIT "A" LEGAL DESCRIPTION

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PROPERTY ADDRESS: 5831 N. NORTHWEST HIGHWAY
CHICAGO, ILLINOIS 60631
(COOK COUNTY)

PERMANENT REAL ESTATE INDEX NOS.:

13-06-409-017, VOL. 323 (Affects: Lots 47 and 48)
 13-06-409-018, VOL. 323 (Affects: Lot 46 and the Northwesterly 5 feet of Lot 45)
 13-06-409-019, VOL. 323 (Affects: Lot 45 (except the Northwesterly 5 feet) and the Northwesterly 10 feet of Lot 44)
 13-06-409-020, VOL. 323 (Affects: Lot 43 (except the Southeasterly 10 feet) and Lot 44 (except the Northwesterly 10 feet))
 13-06-409-021, VOL. 323 (Affects: Lot 43 (except the Northwesterly 15 feet) and Lot 42 (except the Southeasterly 5 feet))
 13-06-409-022, VOL. 323 (Affects: Lot 41 and the Southeasterly 5 feet of Lot 42)
 13-06-409-023, VOL. 323 (Affects: Lot 39 (except the Southeasterly 20 feet) and all of Lot 40)
 13-06-409-024, VOL. 323 (Affects: Lot 38 and the Southeasterly 20 feet of Lot 39)
 13-06-409-025, VOL. 323 (Affects: Lot 36 (except the Southeasterly 5 feet) and Lot 37)

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EXHIBIT "B" TO SECURITY AGREEMENT AND FINANCING STATEMENTS

DESCRIPTION OF OWNER COLLATERAL

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by **NORTHMOOR ASSOCIATES, L.L.C.**, an Illinois limited liability company (for the purposes of this Exhibit, the "Debtor") in connection with the financing of the Project (as hereinafter defined) in favor of **CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS**, an Illinois corporation (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may now or hereafter be located on the premises of, relate to, or be used in connection with, the financing, repair, ownership, management, and operation of a certain skilled nursing facility known as "**Alden Northmoor Rehabilitation and Health Care Center**", FHA Project No. **071-22226** (the "Project"), located in Chicago, Cook County, Illinois and owned by the Debtor:

All rights, title and interest of the Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timbers and other emblements now or hereafter on or part of the real property described in Exhibit "A" (said real property described in Exhibit "A" is hereinafter referred to as the "Property"), or under or above or about the same or any part or parcel thereof;

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment engines; pipes; pumps; tanks; motors; conduits; computers; telephones; switchboards; plumbing; lifting; cleaning; fire prevention; fire extinguishing, refrigerating, ventilating and communication apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators, escalators, shades; awnings, screens, storm doors and windows; stoves, wall beds, beds, refrigerators; attached cabinets, partitions, ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all additions and accessions thereto and replacements thereof;

All other tangible personal property of any kind or nature now or hereafter owned or acquired by the Debtor or now or hereafter located or installed at or in any other improvements on the Property, or elsewhere at or about the Property, together with any betterments to the Property or anything attached to or used in connection with any the Property or which may now

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or hereafter at any time be placed in or added thereto, together with any and all replacements or substitutions thereof;

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, services laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances;

All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Debtor which are now or hereafter located on the Property or any part or parcel thereof;

All of the Debtor's interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and to all leases or rental arrangements hereafter made and entered into by the Debtor during the life of the security agreements or any extension or renewal thereof, together with any and all guarantees of such leases or rental agreements and including all present and future security deposits and advanced rentals;

Any and all awards, payments or settlements, including all interest thereon, and the right to receive the same, as a result of (a) any condemnation proceedings or the total or partial taking of the Property or the Collateral or any part thereof under the power of eminent domain or under any conveyance in lieu thereof, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Property described in Exhibit "A" or any Collateral described in this Exhibit;

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all insurance proceeds or other proceeds or sums payable for the loss of or damage to (a) the Property described in Exhibit "A", or other Collateral described herein, (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Collateral;

All contracts and contract rights of the Debtor, including but not limited to all rights and/or benefits arising from contracts entered into in connection with development, construction upon, operation or sale of part or all of the Collateral including contract or sales deposits;

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or any improvements thereon, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

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All of the Debtor's rights to any fictitious or other names or trade names or copyrights used in conjunction with the Property or any Collateral or any other real or personal property of the Debtor;

All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, benefits or other incentives (such as those available under any government sponsored, designated or recognized economic zone, enterprise zone, empire zone or empowerment zone or any like designation or program available for the Property now or in the future, including the availability of tax-exempt bond financing, additional accelerated depreciation expensing, environmental cleanup cost deductions, and/or capital gain roll-over), governmentally-registered or authorized tax credits or other credits (including, without limitation, emissions reduction tax credits, energy savings tax credits, empowerment zone employment tax credits, low-income housing tax credits, new market tax credits, welfare-to-work tax credits, and/or work opportunity tax credits), and all other credits, benefits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district, (ii) any insurance or utility company, or (iii) any other party or person, relating to any or all of the Property now or in the future, or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All refunds, rebates, reimbursements, credits and/or payments of any kind due from or payable by any governmental or other agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon the Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All undisbursed proceeds of any loan made to the Debtor by the Secured Party whether or not related to the Property and/or the Collateral;

All present and future rents, issues, profits, income, revenue, royalties, options, benefits, supporting obligations, accounts receivable, and other receivables of the Debtor or subject to the control of the Debtor (including, without limitation, all healthcare insurance receivables and/or entitlements, particularly any claim, right, lien, title, benefits or other interest of the Debtor with respect to any health insurance, co-insurance, Medicaid reimbursement, Medicare reimbursement, or other income, revenue, payments or reimbursement, if any, owing, payable to, chargeable by, or received by, the Debtor or any lessee, operator or other party controlled by, or affiliated with, the Debtor, or otherwise attributable or generated by or from the Property and/or the Collateral), all accounts of the Debtor, accounts subject to the control of the Debtor and/or any other accounts that are in any way related to the Collateral or the Property described in Exhibit "A" attached hereto and each and every part and parcel thereof (including, without limitation, any and all security accounts, negotiable and nonnegotiable certificates of deposit and/or any investments of any kind, all letters of credit and/or all deposit accounts, but excepting resident security deposits or other resident accounts), all general intangibles, payment intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books

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and records relating to the foregoing and also all present and future right, title and interest of the Debtor under any by virtue of each and every franchise, license, permit, lease or any other similar document or contractual right written or verbal covering any part or parcel of the Property or the Collateral whether now or hereafter made and any and all amendments to or modifications, extensions or renewals thereof and all proceeds thereof, it being the intention of the parties hereto that: (a) the security interest of the Secured Party shall attach to the Collateral (i) as soon as the Debtor obtains any interest in any property or collateral; (ii) before the property or collateral is installed or affixed to any other collateral; and (b) the security interest held by the Secured Party shall cover cash and non-cash proceeds of the Collateral;

All operating licenses, provider agreements, bed authority and/or certificate(s) of need issued to the Debtor or otherwise required to operate the Property as a hospital or health care facility and receive any benefits and/or reimbursements under any provider agreement with Medicaid, Medicare, or any State or local programs, health care insurers or other assistance providers, to the fullest extent allowed by law; provided, however, that with respect to any such operating license, the Debtor and the Secured Party acknowledge that any right of the Secured Party to repossess the Property and/or the Collateral does not necessarily transfer or confer any authority upon the Secured Party to operate a hospital or health care facility;

All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds;

The Debtor acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of Revised Article 9 of the Uniform Commercial Code (1999 Official Text, as amended), the above collateral description covers all assets of Debtor;

The real property described in Exhibit "A" is subject to a certain (1) Mortgage dated as of **April 1, 2013**, given by the Debtor to the Secured Party and recorded in the land records of **Cook County, Illinois** (the "Mortgage"). The Mortgage secures a certain Mortgage Note dated as of **April 1, 2013**, for the original principal amount of **Fourteen Million Fifteen Thousand Four Hundred and 00/100ths Dollars (\$14,015,400.00)** given by the Debtor to the Secured Party (the "Note"). The maturity date of the Note and the Mortgage is **June 1, 2045**. In the event of default under the terms of the Note and/or the Mortgage pursuant to which the Secured Party or any subsequent holder thereof declares the whole of the indebtedness secured thereby to be due and payable, at its option, the Secured Party or any subsequent holder may declare the whole of the indebtedness and all other sums secured hereby to be due and payable;

Except for the accounts, deposits, receivables, contracts, cash and non-cash proceeds and/or other intangibles described above, or goods of a type normally used in more than one location, the street address of the Property and/or Collateral is **5831 N. Northwest Highway, Chicago, Illinois 60631**;

The term "Collateral" as used above specifically includes, to the fullest extent allowed by law, all of the Debtor's right, title and/or interest in, to and under the following documents,

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contracts effects, rights and/or intangibles respecting the hospital or health care facility operated at the Property described in Exhibit "A" herein: (1) the operating license or operating certificate, and (2) each and every provider agreement or other agreement with Medicaid, Medicare or any State or local program, health care insurer, health care plan, managed care organization (MCO), health maintenance organization (HMO), preferred provider organization (PPO), independent practice association (IPA) or any like provider or any other agreement with any other entity engaged in the delivery or payment of health care services; provided, however, the Secured Party acknowledges that its right(s) to repossess the Collateral as set forth in this paragraph does not necessarily transfer or confer any right or authority to operate a hospital or health care facility; and

Notwithstanding any other provision contained herein, the Collateral shall include, without limitation, all receipts, revenues, income, profits, proceeds, accounts receivable and unrestricted cash and investments derived from properties owned or leased by the Debtor, excepting permanently restricted net assets (i.e. donor restricted endowment funds) as defined in the Debtor's annual audit.

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EXHIBIT "C" DESCRIPTION OF MAJOR MOVABLES

A-7 Project Alden Northmoor Rehab. & HCC Date 5/22/02		Site Administrator's Major Movable, Inventory & Equipment List				OM Incomplete Operational Milestones tested	
Level	State	Zip	Construction	SP	SP	Inspected	Inspected
Chicago	IL	60611					
198							
Number of beds		Referrals	Qty	SP	reported		
		Area	Quantity	SP	SP	Inspected	Inspected
MAJOR MOVABLE FIXED							
Roofing per Sq Ft built up	square	18	123	18	12,327		
Roofing per Sq Ftble shingle	square			18	6,220		Major Movable IUI, exceeds term
Windows		18	273	18	273		
Pavements (SP)		0	6,230	18	6,230		18-716 concrete 5730 asphalt
HW Heaters (domestic potable)		18	2	18	0	2	1
Meds Wdg Room		18	3	18	3		
Water storage (hot)		18	1	18	1		IUI, exceeds term
Accessories Elevator		18	2	18	2		
Common Area Heating		18	1	18	1		
Fluorescent Rm. Control Panel		18	135	18	87		
Air handling Panels		18	2	18	2		
Chiller A/C Cooling		14	2	18	2		
Resilient Flooring (SP)		18	38,200	(1) (18)	1,849	38,200	
Carpet (SP)		6	4,431	(1) (18)	30,086		
Fire Equipment Alarm System		18	3	18	3		
Emergency Generator		18	3	18	3		
Nurse Call Sys panel & recall unit		18	3	18	3		
Refrig. Walk-in compressor only		18	3	18	3		
Freezer Walk-in compressor		18	3	18	3		
Elevator		18	3	18	3		
Resilient runner Fixed really				18	210		Incidental CM
Window Treatments (shades/blinds)				18	35		Wood Veneer IUI
Ceramic Chalk							
wood divider				18	35		
Wardrobe/dressers		18	119				
Telephones		3	69	3	69		Incidental replacement
Food Service (Kitchen) Chplnd							
Dishwasher		18	1	18	1		
Freezer Reach-in		18	1	18	0		
Range Oven		8	1	8	1		
Range hood		18	1	18	1		
Kitchen sink		18	6	18	6		
Steam cooker		18	1	18	1		
Toasters		18	8	18	8		
Food carts		18	10	18	10		
Ice Machine		18	1	18	1		
Plate warmer		18	7	18	8		
Steam table		18	6	18	8		Installed in a IUI, exceeds term
House Keeping							
Dryer		18	3	18	3		
Washer		18	3	18	3		
Linens Cart		18	36	18	36		
Office Equipment							
Copier		3	2	3	3		2 total 1 new
GPU		8	24	3 yrs. 0 yr.	20 24		
Per Machine		6	1	0 yr.	1		
Laptop CPU		2	1	2 yr.	1		
Monitor				2 yr.	3		GPU component
Printer		10	30	18	30		
Mini PCs		10	30	18	30		
File cabinets							
Safe		3	1	3	1		IUI
Skredder		3	1	3	1		
Telephone				1	120		CM
Time clock				1	1		CM
Typewriter							
Office furniture							
Bookcase		18	12	18	12		
Chair Desk		18	16	18	20		
Desk		18	16	18	16		
File Cabinet		18	28	18	28		
Table Conference		18	3	18	3		
Common Furniture							
Chair Arm		8	22	18	12		Other furniture IUI, exceeds term
Chair wing		6	12	18	12		12 TV armchairs
Safe		12	10	18	10		Leatheria Collection I.P
End tables		12	42	18	42		Artwork not IUI
Credenzas		18	42	18	42		

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Project	Level	State	Zip	Site	Cost
Alden Northmoor Rehab & HCC	Chicago	IL	60641	expected	
Date	6/2/2012			AGE	QNTY
Number of Items	192		AGE	Quantity	
Entertainment/Training					
Recliner Chair			18	2	18
DVD Player			18	4	18
Pinno			5	8	6
Stereo System			15	3	15
TV			8	3	8
VCR			5	7	6
Resident Moveable Furniture					
Bed Mattress and Pillows	Power		2	30	2
Bed Mattress and Pillows	Manual		18	170	18
Mattress			5	215	9
Side Chair					
Night stand			18	210	18
Over bed Tables			10	200	12
Nursing					
Bath Lin			8	2	8
Hoyer Lin			5	1	6
Nurse's monitor (Holloways)					
Ger-High Back Chair			10	45	10
Lift Electric			6	1	8
Medication Cart			10	16	10
Therapy Bath			18	4	18
Wheelchair recle			10	2	10
Upright scalo			10	2	10
Walker			10	84	12
Wheelchair			10	61	8
Physical Therapy					
Exercise bike			4	4	4
Mail table			18	1	18
Stairs			18	1	18
Parallel Bars			18	1	18
Arm Exerciser			18	3	18
Food services Really (small appliances)					
Dining Chairs			18	200	18
Dining tables			18	54	18
Mixer			18	1	18
Food processor			18	1	18
Meat slicer			1	1	3
Microwave			1	10	8
Housekeeping					
Carts			2	1	3
Carpet cleaner/extractor					
Floor Stripper			5	6	5
High speed Burnisher			8	6	8
Parfills (for Mini-van)					
Pafo Chales			3	40	11
Pafo Table			3	4	9
Floor fan			5	8	5
Ladder					1
Leaf blower					
Riding Mower					
Vacuum			5	6	5
Power Washers					
Wood Trimmer					

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