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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



1811744079

Doc# 1811744079 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/27/2018 02:41 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)
MEGAN TOWN CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS 1 NORTH LASALLE STREET 37TH FLOOR CHICAGO, ILLINOIS 60602 172626-003

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1311419064

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:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

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

ALDEN - NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC.

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 correct, 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:

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

10. OPTIONAL FILER REFERENCE DATA:

RECORD IN COOK COUNTY, ILLINOIS

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY --- UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

COOK COUNTY RECORDER OF DEEDS

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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 Northwesternly 5 feet of Lot 45)
13-06-409-019, VOL. 323	(Affects: Lot 45 (except the Northwesternly 5 feet) and the Northwesternly 10 feet of Lot 44)
13-06-409-020, VOL. 323	(Affects: Lot 43 (except the Southeasterly 10 feet) and Lot 44 (except the Northwesternly 10 feet))
13-06-409-021, VOL. 323	(Affects: Lot 43 (except the Northwesternly 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-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 - NORTHEAST REHABILITATION AND HEALTH CARE CENTER, 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 or to be known in the records of the Secretary of Housing and Urban Development as "**Alden Northmoor Rehabilitation and Health Care Center**", FHA Project No. **071-22226** (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

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deposits, securities, insurance policies, letters of credit, deposits, judgments, liens, 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.