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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1826744065

Doc# 1826744065 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2018 04:15 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)
Alston & Bird LLP 1201 West Peachtree Street Atlanta, GA 30309-3424 Attn: Steven D. Collier, Esq.

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 1b blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
SYMCARE ML, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS				
7257 North Lincoln Avenue		CITY Lincolnwood	STATE IL	POSTAL CODE 60712
			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				
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				
MS CLAREMONT, LP				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS				
211 W. Main Street, Suite 400		CITY Carmel	STATE IN	POSTAL CODE 46032
			COUNTRY USA	

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

All those types or items of property described on Exhibit B attached hereto and by this reference made a part hereof.

The Real Property is described on Exhibit A attached hereto and by this reference made a part hereof.

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 Bailor/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

File with Cook County, Illinois Real Estate Records

RJ

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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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME SYMCARE ML, 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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> 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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p> <p>MS CLAREMONT, LP 211 W. Main Street, Suite 400 Carmel, Indiana 46032</p>	<p>14. This FINANCING STATEMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:</p> <p>The Real Property is described on Exhibit A attached hereto and by this reference made a part hereof.</p>
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17. MISCELLANEOUS:

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EXHIBIT A: LEGAL DESCRIPTION

(The Claremont of Hanover Park)

Lots 2 and 3 in Virons Subdivision, Hanover Park, Illinois, being a subdivision of the south half of Section 36, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded June 15, 2009, as Document Number 0916610047, in Cook County, Illinois.

Address of Real Estate: 2000 W Lake Street, Hanover Park, IL 60133

Permanent Real Estate Index Numbers:

- 06-36-407-021-0000
- 06-36-309-033

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EXHIBIT B Collateral Description

All right, title and interest of Debtor in the following described property, whether now owned or hereafter acquired by Debtor:

(a) All machinery, furniture, equipment, trade fixtures, appliances, inventory and all other goods (as "equipment", "inventory" and "goods" are defined for purposes of Article 9) and any leasehold interest of Debtor or any Subtenant (hereinafter defined) in any of the foregoing, including, without limitation, those items which are to become fixtures or which are building supplies and materials to be incorporated into any improvement or fixture.

(b) All accounts, deposit accounts, general intangibles, instruments, documents, and chattel paper [as such terms are defined for purposes of Article 9 of the UCC], including, without limitation, accounts receivable from Third Party Payors (hereinafter defined), now or hereafter arising.

(c) All franchises, permits, licenses, operating rights, certifications, approvals, consents, authorizations and other general intangibles, including, without limitation, certificates of need, state health care facility licenses, and Medicare and Medicaid provider agreements, to the extent permitted by law.

(d) Unless expressly prohibited by the terms thereof, all contracts, agreements, contract rights and materials relating to the design, construction, operation or management of any improvements, including, but not limited to, management agreements, plans, specifications, drawings, blueprints, models, mock-ups, brochures, flyers, advertising and promotional materials and mailing lists.

(e) All subleases, occupancy agreements, license agreements and concession agreements, written or unwritten, of any nature, now or hereafter entered into, and all right, title and interest of Debtor thereunder, Debtor's right, if any, to cash or securities deposited thereunder whether or not the same was deposited to secure performance by the subtenants, occupants, licensees and concessionaires of their obligations thereunder, including the right to receive and collect the rents, revenues, and other charges thereunder.

(f) All ledger sheets, files, records, computer programs, tapes, other electronic data processing materials, and other documentation.

(g) The products and proceeds of the preceding listed property, including, without limitation, cash and non-cash proceeds, proceeds of proceeds, and insurance proceeds.

Defined Terms:

"Lease Agreement" means that certain Master Lease Agreement dated as of October 30, 2015 between MS ARIA, LP; MS BUFFALO GROVE, LP; MS CLAREMONT, LPLLC; MS 87TH STREET, LP; MS MIDWAY, LP; MS PARK SOUTH, LP; MS IVY, LP; MS BRONZEVILLE, LP; MS JACKSON SQUARE, LP; and MS SOUTH SHORE, LP, each a limited partnership organized under the laws of the State of Delaware, collectively, as landlord, and Debtor, as tenant (as the same may hereafter be amended, restated, replaced, supplemented or otherwise modified from time to time).

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"Subtenant" means, collectively, (a) Symcare Healthcare, LLC, an Illinois limited liability company, and (b) each Sub-Subtenant of a Facility as identified on Exhibit C to the Lease Agreement, individually and collectively.

"Sub-Subtenant" means the licensed operator of its respective Facility as shown on Exhibit C to the Lease Agreement.

"Sublease" means a Sublease Agreement entered into between Debtor and Subtenant.

"Sub-Sublease" means a Sub-Sublease Agreement entered into between Subtenant with a Sub-Subtenant.

"Third Party Payers" means Medicare, Medicaid, commercial and private insurers, any managed care company, employee assistance programs, HMOs, preferred provider organizations and any other governmental, commercial or other organization which maintains a healthcare reimbursement program or policy.