

UNOFFICIAL COPY



1906628006

Doc# 1906628006 Fee \$50.00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/07/2019 12:23 PM PG: 1 OF 7

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141
B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS\_Glendale\_Customer\_Service@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 31153 - CAPITAL ONE
Lien Solutions 68729876
P.O. Box 29071
Glendale, CA 91209-9071
ILIL
FIXTURE
File with: Cook, IL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1417618044 6/25/2014 CC IL Cook
1b. [X] 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. [X] 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
SOUTHPOINT REALTY, LLC
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:
ALL THAT PERSONAL PROPERTY DESCRIBED IN EXHIBIT B, ATTACHED HERETO, OR-
CONNECTION WITH THAT REAL PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED
HERETO.

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
CAPITAL ONE MULTIFAMILY FINANCE, LLC
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S/INITIAL(S)) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: SOUTHPOINT REALTY, LLC
68729876 602100103

S /
P /
S /
M /
SC /
E /
INT /

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT AMENDMENT ADDENDUM

### FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

1417618044 6/25/2014 CC IL Cook

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

CAPITAL ONE MULTIFAMILY FINANCE, LLC

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

SOUTHPOINT REALTY, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

SOUTHPOINT REALTY, LLC - 1010 WEST 95TH STREET , CHICAGO, IL 60643

Secured Party Name and Address:

CAPITAL ONE MULTIFAMILY FINANCE, LLC - 7600 WISCONSIN AVENUE SUITE 800 , BETHESDA, MD 20814

SECRETARY OF HUD, OFFICE OF RESIDENTIAL CARE FACILITIES - 451 SEVENTH STREET S.W. , WASHINGTON, DC 20410

1) SECRETARY OF HUD, OFFICE OF RESIDENTIAL CARE FACILITIES

15. This FINANCING STATEMENT AMENDMENT:

 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing16. 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:

1010 WEST 95TH STREET  
 CHICAGO, ILLINOIS 60643  
 SEE EXHIBIT "A" ATTACHED HERETO AND  
 MADE A PART HEREOF FOR A  
 DESCRIPTION OF  
 REAL PROPERTY.  
 "SOUTHPOINT NURSING AND  
 REHABILITATION  
 CENTER"

[ See Exhibit for Real Estate ]

18. MISCELLANEOUS: 68729876-IL-31 31153 - CAPITAL ONE MULTIFAM CAPITAL ONE MULTIFAMILY File with: Cook, IL 602100103

# UNOFFICIAL COPY

**Debtor:** SOUTHPOINT REALTY, LLC

Exhibit for Real Estate

**17. Description of real estate:** Continued

FHA PROJECT NO. 071-22308

Parcel ID:

25-05-423-001-0000,25-05-423-002-0000,25-05-423-003-0000,25-05-423-004-0000,25-05-423-005-0000,25-05-423-006-0000,25-05-423-007-0000,25-05-423-008-0000,25-05-423-009-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

\*\*\*LOTS 1 TO 10 INCLUSIVE IN BLOCK 16 (EXCEPTING FROM LOT 10 THAT PART LYING SOUTH OF A LINE 54.00 FEET NORTH OF, AND PARALLEL TO THE SOUTH LINE OF SECTION 5, TAKEN FOR 95<sup>TH</sup> STREET), IN HENRY WELP'S HALSTED STREET ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF LOT 4 OF THE SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY TOGETHER WITH LOT 1 OF SUBDIVISION OF THAT PART OF NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.\*\*\*

NOTE: PERMANENT REAL ESTATE INDEX NOS. 25-05-423-001, vol. 450  
 25-05-423-002, vol. 450  
 25-05-423-003, vol. 450  
 25-05-423-004, vol. 450  
 25-05-423-005, vol. 450  
 25-05-423-006, vol. 450  
 25-05-423-007, vol. 450  
 25-05-423-008, vol. 450  
 25-05-423-009, vol. 450

NOTE: COMMONLY KNOWN AS: 1010 West 95<sup>TH</sup> STREET, CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

All of Debtor's present and future right, title and interest in and to all of the following, whether now owned or held or later acquired (all capitalized terms have the meaning set forth in that certain Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement made by SOUTHPOINT REALTY, LLC, an Illinois limited liability company ("Borrower") to CAPITAL ONE MULTIFAMILY FINANCE, LLC, a Delaware limited liability company ("Lender") dated as of June 1, 2014):

- (1) all the estate in realty described in Exhibit A (the "Land");
- (2) all the portion of the Project operated on the Land as a Nursing Home, Intermediate Care Facility, Board and Care Home, Assisted Living Facility and/or any other healthcare facility authorized to receive insured mortgage financing pursuant to Section 232 of the National Housing Act, as amended, including any commercial space included in the facility (the "Healthcare Facility");
- (3) all buildings, structures and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");
- (4) all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all resident owned goods and property, and including but not limited to: major movable equipment, machinery, equipment (including medical equipment and systems), engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers and computer software, medical systems, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment (the "Fixtures");
- (5) all equipment, inventory, and general intangibles associated with the Healthcare Facility and/or the Project. It includes furniture, furnishings, beds, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used now or in the future in connection with the ownership, management or operation of the Healthcare Facility and/or any other portion of the

# UNOFFICIAL COPY

Project, or are located on the Land or in the Improvements, and any operating agreements relating to the Project, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Project, and all other intangible property and rights relating to the operation of, or used in connection with, the Project, including all certifications, approvals and governmental permits relating to any activities on the Land. Personalty includes all tangible and intangible personal property used in connection with the Healthcare Facility (such as major movable equipment and systems), accounts, licenses, bed authorities, certificates of need required to operate the Healthcare Facility and to receive benefits and reimbursements under provider agreements with Medicaid, Medicare, State and local programs, payments from healthcare insurers and any other assistance providers; all certifications, permits and approvals, instruments, Rents, lease and contract rights, equipment leases relating to the use, operation, maintenance, repair and improvement of the Healthcare Facility. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: reserve for replacement accounts, debt service reserve accounts, bank accounts, Residual Receipts accounts, and investments (the "Personalty");

- (6) 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 Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (7) all insurance policies covering any of the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement;
- (8) all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (9) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (10) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

# UNOFFICIAL COPY

- (11) all revenue generated by any portion of the Mortgaged Property and any Leases;
- (12) all earnings, royalties, instruments, accounts (including any deposit accounts), Accounts Receivable, supporting obligations, issues and profits from the Land, the Improvements, the Healthcare Facility, or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan;
- (13) all Imposition Deposits;
- (14) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);
- (15) all forfeited security deposits under any Lease;
- (16) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
- (17) all deposits and/or escrows held by or on behalf of Lender under Ancillary Agreements;
- (18) all awards, payments, settlements, or other compensation resulting from litigation involving the Project;
- (19) any and all licenses, bed authority, and/or certificates of need; required to operate the Healthcare Facility and receive the benefits and reimbursements under a provider agreement with Medicaid, Medicare, any State or local programs, healthcare insurers or other assistance providers relied upon by HUD to insure this Security Instrument, to the extent allowed by law, and regardless of whether such rights and contracts are held by Borrower or an operator; and
- (20) all receipts, revenues, income and other moneys received by or on behalf of the Healthcare Facility, including all Accounts Receivable, all contributions, donations, gifts, grants, bequests, all revenues derived from the operation of the Healthcare Facility and all rights to receive the same, whether in the form of Accounts Receivable, contract rights, chattel paper, instruments or other rights whether now owned or held or later acquired by or in connection with the operation of the Healthcare Facility.