

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 13543 - JPMORGAN

Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	72709295
	ILIL FIXTURE

File with: Cook, IL

Doc# 1934522092 Fee \$93.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/11/2019 03:54 PM PG: 1 OF 8

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
1013116043 5/11/2010 CC IL Cook

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: 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
MATHER LIFEWAYS

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

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

S NS
P 8
S N
M Y
SC Y
E Y
INIT DL

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
JPMORGAN CHASE BANK, N.A.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: Debtor Name: MATHER LIFEWAYS
72709295 0000670900 MATHER LIFEWAYS

UNOFFICIAL COPY

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

1013116043 5/11/2010 CC IL Cook

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

12a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A.

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

MATHER LIFEWAYS

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:

MATHER LIFEWAYS - 1603 ORRINGTON AVENUE, SUITE 1600, EVANSTON, IL 60201

Secured Party Name and Address:

JPMORGAN CHASE BANK, N.A. - 10 SOUTH DEARBORN STREET, CHICAGO, IL 60603

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. 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:

SEE EXHIBIT B ATTACHED HERETO

Parcel ID:
See Attached

18. MISCELLANEOUS: 72709295-IL-31 13543 - JPMORGAN CHASE-CHICA JPMORGAN CHASE BANK, N.A. File with: Cook, IL 0000670900 MATHER LIFEWAYS

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1013118049 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2010 02:48 PM Pg: 1 of 8

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
MATHER LIFEWAYS

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1603 ORKINGTON AVENUE, SUITE 1100 EVANSTON IL 60201 USA

1d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
CORPORATION ILLINOIS IL27203582 HONGKONG

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any HONGKONG

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP1 - Insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10 SOUTH DEARBORN STREET CHICAGO IL 60603 USA

4. This FINANCING STATEMENT covers the following collateral:
SEE EXHIBIT A ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION (if applicable) LESSOR/LESSOR 1 CONSIGNEE/CONSIGNOR 2 BAILEY/DAILOR 3 DELETER/DUYE 4 AG. LIEN 5 NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or returned to the filer) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) 8. All Debtors Debtor 1 Debtor 2

9. Filing Office Filing Office Filing Office

8. OPTIONAL FILER REFERENCE DATA
MATHER LIFEWAYS - MORTGAGE AND SECURITY AGREEMENT

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EXHIBIT A

PLEDGOR: MATHER LIFEWAYS
 SECURED PARTY: JPMORGAN CHASE BANK, N.A.

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Pledgor related to the Project and in which Pledgor may now or at anytime hereafter have any interest or rights, together with all of Pledgor's right, title and interest therein:

All receipts, revenues, rentals, income, insurance proceeds (including, without limitation, all Medicaid, Medicare and other third-party payments), condemnation awards and other moneys received by or on behalf of Pledgor in connection with its ownership or operation of the Project (located on the real property described on Exhibit B hereto), including (without limitation) revenues derived from (a) the ownership, operation or leasing of any portion of the Project and all rights to receive the same (other than the right to receive Medicaid and Medicare payments), whether in the form of accounts, general intangibles or other rights, and the proceeds of such accounts, general intangibles and other rights, whether now existing or hereafter coming into existence or whether now owned or held or hereafter acquired, and (b) gifts, grants, bequests, donations and contributions heretofore or hereafter made to Pledgor that are specifically designated for the Project and that are legally available to meet any of the obligations of Pledgor incurred in the financing, operation, maintenance or repair of any portion of the Project; excluding, however, (i) any amounts received by Pledgor as a billing agent for another entity, except for fees received for serving as billing agent, (ii) gifts, grants, bequests, donations and contributions to Pledgor heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Construction Loan Agreement dated as of December 14, 2007 (the "Construction Loan Agreement") between Mather LifeWays and JPMorgan Chase Bank, N.A., (iii) gifts, grants, bequests, donations and contributions to Borrower or The Mather heretofore or hereafter made, and the income and gains derived therefrom, which are not specifically designated by the donor or grantor to a particular purpose or which are specifically designated for a particular purpose other than the Project, (iv) any moneys received by Pledgor from prospective Residents or commercial tenants in order to pay for customized improvements to those Independent Living Units or other areas of the Project to be occupied or leased to such Residents or tenants, (v) payments or deposits under a Residency Agreement that by its terms or applicable law are required to be held in escrow or trust for the benefit of a Resident until the conditions for the release of such payment or deposit have been satisfied, and (vi) all deposits and/or advance payments made in connection with any residency of the Independent Living Units or other areas of the Project to be occupied by Residents or tenants and received prior to receipt of a Certificate of Occupancy of such units. All capitalized terms used in this paragraph shall have the meanings assigned thereto in the Construction Loan Agreement.

All accounts, chattel paper, tax refunds, contract rights, leases, residency agreements, leasehold interests, letters of credit, instruments, documents, documents of title, patents, copyrights,

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trademarks, tradenames, licenses, goodwill, beneficial interests and general intangibles; (b) all goods whose sale, lease or other disposition by Pledgor have given rise to accounts and have been returned to or repossessed or stopped in transit by Pledgor; (c) certificated and uncertificated securities; (d) goods, including without limitation all its consumer goods and inventory; (e) liens, guaranties and other rights and privileges pertaining to any of the Collateral; (f) monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents; (g) all property now or at any time or times hereafter in the possession, or under the control of Secured Party or its bailee; (h) all accessions to the foregoing, all litigation proceeds pertaining to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; and (i) all books, records and computer records in any way relating to the above.

All fixtures and personal property now or hereafter owned by Pledgor and attached to or contained in and used or useful in connection with the Premises or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor and all property owned by Pledgor and now or hereafter used for similar purposes in or on the "Premises" (as described on Exhibit B hereto), together with articles or parts now or hereafter affixed to the property described in this paragraph or used in connection with such property; any and all replacements for such property and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

Pledgor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises as it relates to the Project or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises as it relates to the Project or elsewhere, together with files, books of account and other records, wherever located;

Pledgor's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits) and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Pledgor and Secured Party) under the powers granted by the Security Agreement made between Pledgor and Secured Party and the other Transaction Documents therein described) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

Pledgor's right, title and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, and general intangibles relating to the Premises;

All rights in and proceeds from all fire and hazard, loss-of-income and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the

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Premises or described in the Security Agreement between Pledgor and Secured Party or in the Mortgage therein described, the use or occupancy thereof or the business conducted thereon;

All awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

All of the machinery, equipment, furniture, spare parts and other personal property, including all present and future attachments and accessories thereto and replacements thereof owned by the Pledgor, all as defined in Article 9 of the Uniform Commercial Code of Illinois, as amended, located on the Premises and owned by the Pledgor.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME MATHER LIFEWAYS		
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. TAX ID # SSN OR EIN	ADD. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
11g. ORGANIZATIONAL ID #, if any			<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-directed collateral, or is filed as a future filing.

14. Description of real estate:

SEE EXHIBIT B ATTACHED HERETO

18. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

MATHER LIFEWAYS

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-home Transaction — effective 30 years
 Filed in connection with a Public-Financing Transaction — effective 30 years

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EXHIBIT B

PLEDGOR: MATHER LIFEWAYS

SECURED PARTY: JPMORGAN CHASE BANK, N.A.

THE PREMISES LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2 AND 3 IN HARVEY T. WEEKS RESUBDIVISION OF LOTS 10, 11 AND THE SOUTH 43 FEET OF LOT 12 OF BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 6, 7, 8 AND 9 IN BLOCK 21 IN THE VILLAGE OF EVANSTON IN SECTIONS 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE 5 FOOT NORTHEASTERLY VACATED ALLEY ADJOINING LOTS 7, 8 AND 9 IN THE VILLAGE OF EVANSTON IN SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND 7, 18 AND 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THE NORTH 17 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 25 IN THE ORIGINAL VILLAGE OF EVANSTON, A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF SECTIONS 7, 18 AND SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 1, 2 AND 3 IN BLOCK 25 IN EVANSTON IN THE SOUTHEASTERLY FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTHERLY 60 FEET OF THE EASTERLY 103 FEET OF LOT 3 AND EXCEPTING THAT PART FALLING WITHIN THE SOUTHERLY 42 FEET OF THE WESTERLY 46 FEET OF THE EASTERLY 149 FEET OF LOT 3) IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 11-18-404-004; 11-18-404-005; 11-18-404-013; 11-18-404-014; 11-18-404-015; 11-18-409-001; 11-18-409-006; 11-18-409-011

Common Address: 425 and 350 Davis Street, Evanston, Illinois 60201