



2131357013

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/09/2021 10:14 AM PG: 1 OF 7

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, New York 10020
Attention: Randy Eckers, Esq.

Print

Reset

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

1a. ORGANIZATION'S NAME
SYM PALOS PARK REALTY LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7257 N. Lincoln Avenue Lincolnwood IL 60712 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
SYM PALOS PARK SNF HEALTHCARE LLC

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7257 N. Lincoln Avenue Lincolnwood IL 60712 USA

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
X-CALIBER FUNDING LLC

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
at 3 W. Main St., Suite 103 Irvington NY 10533 USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule A attached hereto and 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 Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File in Cook County, Illinois

557 6 906 0122 21033 7220 9 of 9 csc

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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

9a. ORGANIZATION'S NAME

SYM PALOS PARK REALTY LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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

SYM PALOS PARK IL HEALTHCARE LLC

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

7257 N. Lincoln Avenue

CITY

Lincolnwood

STATE

IL

POSTAL CODE

60712

COUNTRY

USA

11. ADDITIONAL SECURED PARTY'S NAME or 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):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

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

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached.

17. MISCELLANEOUS:

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SCHEDULE A to UCC

DEBTOR: SYM PALOS PARK REALTY LLC, an Illinois limited liability company
 SYM PALOS PARK SNF HEALTHCARE LLC, an Illinois limited liability company, and
 SYM PALOS PARK IL HEALTHCARE LLC, an Illinois limited liability company

SECURED PARTY: X-CALIBER FUNDING LLC, a New York limited liability company

All right, title and interest of Debtor in and to:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators and 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, 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 disposers, 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds) and any other equipment, supplies or furniture owned by Debtor and leased to any third party service provider or any operator or manager of the Premises or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Premises or the Improvements or are located on the Premises or in the Improvements, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the

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Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the "UCC"), superior in lien to the lien of this Mortgage;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases, and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including, without limitation, any residency, occupancy, admission and care agreements pertaining to residents of the Mortgaged Property, and including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for service, rendered, subsidy payments received from any sources, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, tenant security deposits, entrance fees (if any), application fees, processing fees, community fees and any other amounts or fees forfeited by any resident or tenant (excluding Resident Trust Funds), together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Mortgaged Property, and the right to payments under Reimbursement Contracts (other than Medicaid payments from governmental entities) due for the rents or services of residents at the Mortgaged Property and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

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(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property), all rights to payment from Medicare or Medicaid programs or similar state or federal programs, boards, bureaus or agencies, and rights to payment from patients, residents, private insurers, and others arising from the operation of the Facility, including rights to payment pursuant to Reimbursement Contracts, any and all "health-care insurance receivables" (as defined in the UCC) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles");

(h) all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Premises and any part thereof and any Improvements or any business or activity conducted on the Premises and any part thereof, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, certificates of need and all such other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy, and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(i) all inventories of food, beverages and other comestibles owned and held by Debtor for sale or use at or from the Premises, and soap, paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held by Debtor (including, without limitation, embedded software) for sale to or for consumption by residents, guests or patients of the Facility and all such other goods returned to or repossessed by Debtor;

(j) all third-party Reimbursement Contracts for the Facility which are now or hereafter in effect with respect to residents or patients qualifying for coverage under the same, including Medicare and Medicaid, any health maintenance organization, preferred provider organization, individual practice association, competitive medical plan, or similar arrangement, entity, organization or Person, and private insurance agreements, and any successor program or other similar reimbursement program and/or private insurance agreements, now or hereafter existing; and

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(k) the leasehold estate in and to the Premises, the Improvements and all of the foregoing described Mortgaged Property created pursuant to the lease agreement(s) by and between each Individual Operator, as more particularly described on Exhibit B attached hereto (as amended from time to time in accordance with the Loan Documents, individually and collectively, the "Operating Lease"), together with all rights of each Individual Operator, as tenant, under the Operating Lease, and all rights of use, occupancy and enjoyment and in and to all rents, income and profits arising from or pursuant to the Operating Lease, and all modifications, extensions, replacements and renewals of the Operating Lease, and all credits, deposits (including, without limitation, any deposit of cash, securities or any other property which may be held to secure each Individual Operator's performance of its obligations under the Operating Lease), options (including any options to purchase or extend or renew set forth in the Operating Lease), privileges and rights of each Individual Operator under the Operating Lease (including all rights of each Individual Operator to treat the Operating Lease as terminated under Section 365(h) of the Bankruptcy Code or any other state or federal insolvency, reorganization, moratorium or similar law for the relief of debtors (a "Bankruptcy Law"), or any comparable right provided under any other Bankruptcy Law, together with all rights, remedies and privileges related thereto) and all guarantees, if any, of the Operating Lease, and all of each Individual Operator's claims and rights to the payment of damages that may arise from each Individual Operator's failure to perform under the Operating Lease, or rejection of the Operating Lease under any Bankruptcy Law, and any greater estate in the premises demised by the Operating Lease as hereafter may be acquired by each Individual Operator, and together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of each Individual Operator therein or thereto, either at law or in equity, in possession, or in expectancy, now owned or hereafter acquired; and

(l) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

This UCC-1 Financing Statement is filed in connection with that certain Fee and Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded contemporaneously herewith (the "**Security Instrument**") covering, among other things, the fee simple and leasehold estate of Debtor in the Property (as defined in the Security Instrument) and intended to be duly recorded in the county in which the Property is located. Capitalized terms not defined in the exhibit have the meanings given to them in the Security Instrument.

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EXHIBIT A to UCC

22-25-202-007-0000

Legal Description

12220 S Will Cook Rd

Palos Park, IL (map) 60464

PARCEL 1:

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 88 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT LAND DEDICATED FOR WILL-COOK ROAD BY THE PLAT OF DEDICATION RECORDED MARCH 20, 2008 AS DOCUMENT NO. 0808022020), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

PROPOSED PARCEL 2:

A LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.C. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY SYM PALOS PARK REALTY LLC, AS LESSOR, AND SYM PALOS PARK SNF HEALTHCARELLC AND SYM PALOS PARK IL HEALTHCARE LLC, AS LESSEES, DATED*, AS SET FORTH IN THE MEMORANDUM OF LEASE WHICH WAS RECORDED AS DOCUMENT NO**, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 1, 2021 AND ENDING OCTOBER 31, 2026:

THAT PART OF LOT 3 IN HOLY FAMILY VILLA SUBDIVISION LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 88 DEGREES 14 MINUTES 00 SECONDS EAST 561.52 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 23 MINUTES 06 SECONDS EAST TO A POINT ON THE SOUTH LINE OF LOT 4 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID, SAID POINT BEING 134.50 EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; (EXCEPT THE FOLLOW DESCRIBED TRACT: BEGINNING AT A NORTHEAST CORNER OF LOT 3 ALSO THE SOUTHEAST CORNER OF LOT 6 IN HOLY FAMILY VILLA SUBDIVISION AFORESAID; THENCE SOUTH 01 DEGREES, 44 MINUTES, 10 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25-37-11 A DISTANCE OF 105.00 FEET; THENCE SOUTH 88 DEGREES, 14 MINUTES, 00 SECONDS WEST 151.00 FEET; THENCE NORTH 01 DEGREES, 44 MINUTES, 10 SECONDS WEST 105.00 FEET TO A POINT ON A NORTH LINE OF SAID LOT 3 ALSO BEING THE SOUTH LINE OF LOT 6 AFORESAID; THENCE NORTH 88 DEGREES, 14 MINUTES, 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE 151.00 FEET TO THE POINT OF BEGINNING, AND EXCEPT THAT LAND DEDICATED FOR WILL-COOK ROAD BY THE PLAT OF DEDICATION RECORDED MARCH 20, 2008 AS DOCUMENT NO. 0808022020), ALL IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF PALOS PARK, COOK COUNTY, ILLINOIS.

* Nov. 1, 2021

** NO. 2131357010