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Karen A. Yarbrough
Cook County Clerk
Date: 05/18/2023 03:50 PM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Gloria Velazquez (312) 827-4776
B. E-MAIL CONTACT AT FILER (optional) velazque@chapman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Chapman and Cutler LLP Attn: Gloria Velazquez 320 South Canal Street, 27th Floor Chicago, IL 60606

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 Franciscan Communities, Inc.						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 11500 Theresa Drive			CITY Lemont	STATE IL	POSTAL CODE 60439	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 Amalgamated Bank of Chicago, as Master Trustee						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 30 North LaSalle Street, 38th Floor			CITY Chicago	STATE IL	POSTAL CODE 60602	COUNTRY USA

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

See Exhibit A as it relates to the real estate described on Exhibit B, both 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Filed with: IL - Cook County (Addolarata Villa - Wheeling, Illinois property)

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EXHIBIT A

Debtor: Franciscan Communities, Inc. (“Mortgagor”)
(Addolorata Villa)

Secured Party: Amalgamated Bank of Chicago, as Master Trustee (the “Master Trustee”) under that certain Amended and Restated Master Trust Indenture dated as of June 1, 2017, as further amended and restated by the Second Amended and Restated Master Trust Indenture dated as of May 1, 2023 (the “Master Indenture”), among the Debtor, University Place, Inc. and the Secured Party, and as mortgagee (“Mortgagee”) under the Leasehold Mortgage and Security Agreement dated as of March 1, 2013, as amended (the “Mortgage”), from the Debtor to the Secured Party.

All Mortgagor’s leasehold estate in the Leased Premises described in *Exhibit B* hereto created by the Lease, together with Mortgagor’s entire interest (whether now owned or hereafter acquired) in and to all buildings, structures, improvements and appurtenances now standing or at any time hereafter constructed or placed upon the Leased Premises, including all building materials, building equipment and fixtures of every kind and nature whatsoever on the Leased Premises or in any building, structure or improvement now standing or hereafter constructed or placed thereon, the right, title and interest of the Mortgagor under the Lease, and the reversion or reversions, and remainder or remainders, in and to the Leased Premises, and together with the entire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Leased Premises, belonging or in any way appertaining thereto, and all right, title and interest of the Mortgagor in, to and under any streets, ways or alleys adjoining the Leased Premises or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy of, in and to the Leased Premises, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by the Mortgagor and affixed to or attached to or placed on the Leased Premises shall be deemed to be, and shall be considered as, fixtures and appurtenances to said Leased Premises, together with all rents, income, issues and profits therefrom (collectively, the “Mortgaged Premises”); provided that in no circumstance shall the Mortgaged Premises or the Mortgaged Property include the Ground Landlord’s fee simple interest in the land on which the Project is located, or any of the Ground Landlord’s Improvements as such term is defined in the Lease;

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 Mortgagor, all as defined in Article 9 of the Uniform Commercial Code, as amended, of Illinois, located on the Leased Premises described in Exhibit A hereto or used or useful in connection with the Mortgaged Premises and owned by the Mortgagor (the “Machinery and Equipment”);

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All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Division I or any part thereof or any building or other improvement owned by the Mortgagor now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including without limitation any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including, without limitation, severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and

Any and all other property of every kind and nature from time to time hereafter owned by the Mortgagor, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Mortgagor or by anyone on its behalf to the Master Trustee, together with all proceeds, including, without limitation, insurance proceeds with respect to anything referred to above

Subject, however, to Permitted Encumbrances, as defined in the Master Indenture.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage.

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EXHIBIT B

Debtor: Franciscan Communities, Inc.
(Addolorata Villa)

Secured Party: Amalgamated Bank of Chicago, as Master Trustee under that certain Amended and Restated Master Trust Indenture dated as of June 1, 2017, as further amended and restated by the Second Amended and Restated Master Trust Indenture dated as of May 1, 2023 (the "Master Indenture"), among the Debtor, University Place, Inc. and the Secured Party, and as mortgagee ("Mortgagee") under the Leasehold Mortgage and Security Agreement dated as of March 1, 2013, as amended (the "Mortgage"), from the Debtor to the Secured Party.

THAT PART OF THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: SERVANTS OF MARY, AS LESSOR, AND ADDOLORATA VILLA INC., AS LESSEE, DATED DECEMBER 21, 1987, WHICH LEASE WAS RECORDED MARCH 18, 1988 AS DOCUMENT 88113646, AS AMENDED AND RESTATED BY THE GROUND LEASE DATED AS OF JANUARY 5, 1988, AS DISCLOSED BY THE AMENDED MEMORANDUM OF GROUND LEASE RECORDED MARCH 27, 1989 AS DOCUMENT NUMBER 89130726, AS FURTHER AMENDED BY THE FIRST AMENDMENT TO GROUND LEASE DATED AS OF MARCH 15, 1995, THE MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE RECORDED NOVEMBER 27, 1996 AS DOCUMENT NUMBER 9604352, AND THE THIRD AMENDMENT TO GROUND LEASE DATED AS OF JANUARY 27, 2013, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 27, 1996 AND ENDING JUNE 30, 2050:

THAT PART OF LOTS 7, 11, AND 12, TAKEN AS A TRACT, IN OWNERS DIVISION OF BUFFALO CREEK FARM, BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 12 WITH A LINE 67.0 FEET WEST, MEASURED AT RIGHT ANGLES, OF THE EAST LINE OF LOT 12 AND THE MOST EASTERLY EAST LINE OF SAID LOT 11; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID LINE EXTENDED NORTH 628.56 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 27 MINUTES 24 SECONDS EAST (BEING AN ASSUMED BEARING FOR THE PURPOSE OF THIS LEGAL DESCRIPTION) ALONG SAID DESCRIBED PARALLEL LINE, 883.06 FEET TO AN INTERSECTION WITH A LINE 1458.0 SOUTH, AS MEASURED ALONG THE WEST LINE OF LOT 11, AND PARALLEL WITH THE NORTH LIEN OF SAID LOTS 7 AND 11; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, 571.0 FEET TO A POINT ON THE WEST LINE OF LOT 11; THENCE SOUTH ALONG THE WEST LIEN OF LOT 11, 990.56 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST, 55

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FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A NON TANGENT CURVED LINE, CONCAVE NORTHEAST, HAVING A RADIUS OF 145.99 FEET, AN ARC LENGTH OF 128.58 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 64 DEGREES 03 MINUTES 19 SECONDS EAST, 124.41 FEET); THENCE SOUTH 89 DEGREES 27 MINUTES 33 SECONDS EAST, 23.71 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONCAVE SOUTH, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 72.30 FEET (THE CHORD TO SAID CURVED LINE BEARS SOUTH 75 DEGREES 39 MINUTES 05 SECONDS EAST, 71.60 FEET); THENCE SOUTH 61 DEGREES 50 MINUTES 37 SECONDS EAST, 121.38 FEET; THENCE NORTH 29 DEGREES 29 MINUTES 25 SECONDS EAST, 124.35 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE, CONCAVE NORTHWEST, HAVING A RADIUS OF 863.48 FEET, AN ARC LENGTH OF 144.40 FEET (THE CHORD TO SAID CURVED LINE BEARS NORTH 24 DEGREES 41 MINUTES 59 SECONDS EAST, 144.23 FEET); THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST, 83.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-03-101-020-0000 Common Address: 555 McHenry Road, Wheeling, Illinois 60090

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