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FINANCING STATEMENT - FORM 1002

THE STATEMENT OF FINANCING STATEMENT...  
Hampton Plaza Health Care  
Center Real Estate L.P.  
8555 Maynard Road  
Niles, IL 60648

LaSalle National Bank  
120 South LaSalle Street  
Chicago, IL 60603

94098181

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DEPT-01 RECORDING  
TRAK 2632 01/28/94 427.50  
17100600  
COOK COUNTY RECORDER

1. This financing statement covers the following types of interest in property:  
ALL types and items of property described in Exhibit A attached hereto.

2. (If applicable) The above goods are to become fixtures on...  
real estate located at 8555 Maynard Road, Niles, Illinois and legally described in Exhibit B  
attached hereto  
and this financing statement is to be filed in the real estate records. All the debtor does not have an interest of record)  
The name of a record owner is LaSalle National Trust, N.A., as trustee under Trust Agreement  
dated 9/18/91 and known as Trust No. 116545

4.  Products of Collateral are also covered

Additional sheets presented: 2  
Filed with Recorder's Office of Cook

FILING OFFICER COPY ... ALPHABETICAL

STANDARD FORM - UNIFORM COMMERCIAL

Hampton Plaza Health Care Center Real Estate L.P.

By: *[Signature]*  
Signature of (Debtor) (Borrower) Partner

Signature of Debtor (Borrower) Partner

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County Clerk

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## EXHIBIT A

- (i) All accounts receivable, contract rights, general intangibles, instruments, chattel paper, documents, revenues, income, receipts and money whether now existing or hereafter arising, acquired or created by the Debtor, and all cash and noncash proceeds thereof, including, but without limiting the generality of the foregoing (a) revenues derived from the operation of the Debtor's facilities, and any improvements thereon, (b) gifts, grants, bequests, donations and contributions to the Debtor, exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of amounts payable under the Agreement and (c) proceeds derived from (i) insurance except to the extent the use thereof is otherwise required, (ii) accounts receivable, (iii) securities and other investments, (iv) inventory and other tangible and intangible property, (v) medical expense reimbursement or insurance programs or agreements, (vi) insurance proceeds and condemnation awards and (vii) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Debtor, and
- (ii) All fixtures now or hereafter owned by the Debtor and attached to, or forming a part of, or essential to the operations of the Debtor's property or the operation and convenience of any building(s) and improvements located thereon, including, but not limited to, all equipment, apparatus, machinery, motors, pumps, elevators, fittings, screens, awnings, partitions, carpeting, curtains, and drapery hardware used in the operation of the Debtor's property, and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning, water filtration and sprinkler equipment, systems, fixtures, and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus, and hot and cold water equipment and system), and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Debtor's property in any manner, it being mutually agreed that all of the aforesaid property referenced in subsection (ii) owned by the Debtor and placed on the Debtor's property shall, so far as permitted by law, be deemed to be fixtures and security for the obligations, together with all proceeds derived or generated therefrom.

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*Approved by  
Mike Olsen  
Foley's Larchmont  
One of our stores  
Suite 23300  
Chicago IL 60611*



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## EXHIBIT B

### PARCEL 1:

Lots 21 and 22 in Arthur T. McIntosh and Company's Glenview Acres, being a Subdivision of part of Lot 3 in Owner's Subdivision in Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded February 20, 1943 as Document Number 13033467, in Cook County, Illinois.

Street Address: 8555 North Maynard Road  
Niles, Illinois 60648

P.I.N. 09-11-306-006  
09-11-306-005

### EASEMENT PARCEL 2:

Non-exclusive easement for the benefit of Parcel 1 granted by Right-Of-Way Easement dated May 1, 1973 recorded July 12, 1973 as Document Number 22396289 for ingress and egress upon, over, under and across the East 20 feet (as measured at right angle to the East line thereof) of Lot 20 in Arthur T. McIntosh and Company's Glenview Acres, being a subdivision of part of Lot 3 in Owner's Subdivision in Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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