

UNIFORM COMMERCIAL CODE - FINANCIAL STATEMENT

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INSTRUCTIONS:

- 1. PLEASE TYPE this form. Fold only along perforation to separate from attached carbon paper to the filing office. Responses should be continued on additional sheets, preferably 11" x 17" sheets. If the space provided for any items on the form is insufficient, the items should be presented to the filing office with a separate sheet. One copy of such additional sheets, with appropriate indentures, etc., may be on any size paper that is convenient for the secured party.

94098188

The STATEMENT is presented to a filing office at the following address(es) (Last name first and address(es))

Hampton Plaza Health
Care Center Operations L.P.
8555 Maynard Road
Niles, IL 60648


LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603

DEPT-01 RECORDING
THAN 2632 01/28/94 17101100
94-098182
COOK COUNTY RECORDER

- 1. This financing statement covers the following types (or items) of 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. (If the debtor does not have an interest in 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. 116645.

Additional sheets presented. Filed with Recorder's Office of Cook County, Illinois.

By:  Signature of (Debtor/Secured Party)
Lindsay J. Inery, General Partner
Hampton Plaza Health Care Center Operations L.P.

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC 9-402 (2)
Approved by the Secretary of State.
UCC-9 - REV. 4-73

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Cook 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.

SECTION 2

Mrs. [unclear]
Foley-Lambert
One West Plaza
Suite 15300
Chicago, Ill. 60601



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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. 09-11-303-006
09-11-303-005

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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