

W4-1000-100-1X*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)
Holy Family Medical Center
100 North River Road
Des Plaines, IL 60016

Secured Party(ies) and address(es)
Rush-Presbyterian-St. Luke's
Medical Center
1653 W. Congress Parkway
Chicago, IL 60612

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ASSIGNEE OF SECURED PARTY

1. This financing statement covers the following (type or items) of property:

- The property described on Exhibit A.
- (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

3. (if applicable) The above goods are to become fixtures on ~~the above~~ ~~where it is standing on~~ ~~the above minerals or the like (including oil and gas)~~ or ~~accrue will be financed at the wellhead or minehead of the~~ ~~mine located on~~ (Strike what is inapplicable) (Describe Real Estate)

The real property described on Exhibit B.

and this financing statement is to be filed in the ~~real estate records~~. (If the debtor does not have an interest of record)
The name of a record owner is

Holy Family Medical Center

4. Products of Collateral are also covered.

6 Additional sheets presented.

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

Holy Family Medical Center

By: *[Signature]*
Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases!
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

(1) FILING OFFICER - ALPHABETICAL.

STANDARD FORM--UNIFORM COMMERCIAL CODE--FORM UCC-2--REV. 4-73

This form of financing statement is approved by the Secretary of State.

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EXHIBIT A

DESCRIPTION OF PROPERTY

HOLY FAMILY MEDICAL CENTER (THE "DEBTOR") IN THE REIMBURSEMENT, MORTGAGE AND SECURITY AGREEMENT DATED AS OF DECEMBER 1, 1997 (THE "SECURITY AGREEMENT") BETWEEN THE DEBTOR AND RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER (THE "SECURED PARTY"), MORTGAGES, WARRANTS, CONVEYS, GRANTS, BARGAINS, SELLS, TRANSFERS, ASSIGNS AND PLEDGES UNTO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, A CONTINUING MORTGAGE AND SECURITY INTEREST IN AND TO ALL THE PROPERTIES, RIGHTS, INTERESTS AND PRIVILEGES DESCRIBED IN CLAUSES (i) THROUGH (x) BELOW, ALL OF THE SAME BEING COLLECTIVELY REFERRED TO HEREIN AS THE "COLLATERAL."

(i) **Real Estate.** All of the Land, described on *Exhibit B* attached hereto, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all estate, claim, demand, right, title or interest of Debtor in and to all gas, oil, minerals, coal and other substances of any kind or character underlying the Land; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway or alley (vacated or otherwise) adjoining the Land or any part thereof and all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) **Improvements and Fixtures.** All buildings, structures, enclosures, patios, parking areas, fences, gates, signage and all man-made edifices, and all furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and all replacements thereof, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and articles of personal property of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and now owned or hereafter acquired by Debtor, and all additions and accessions thereto and replacements thereof, including (without limitation) all motors, boilers, tanks, engines, pipes, pumps and devices for the operation of pumps, and all heating, electrical, lighting, power, incinerating, laundry, fire prevention and extinguishing, communications, plumbing, air conditioning, compressed air, refrigeration and ventilation equipment (whether single units or centrally controlled), carpeting, shades, screens, cabinetry, landscaping, and all gasoline storage tanks and underground machinery, pumps and equipment and apparatus used in connection with the use and operation of the Real Estate or the

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improvements, whether or not such machinery, equipment or apparatus is attached or affixed to the Real Estate or the improvements (all of the foregoing is herein referred to collectively as the "Improvements"; all of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises"); provided that security interests superior to the lien of the Security Agreement may be granted in any Improvements acquired subsequent to the date hereof pursuant to purchase money financing in an amount outstanding at any time in the aggregate not in excess of \$5,000,000;

(iii) **Rents.** All rents, issues, profits, royalties, avails, fees, membership dues and other benefits derived or owned by Debtor directly or indirectly from the Premises;

(iv) **Leases.** All right, title and interest of Debtor under any and all leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, security deposits, advance rentals, income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(v) **Contracts for Operation.** All agreements for the operation of the Premises, together with all manufacturers' warranties given in connection with the Premises or any portion thereof;

(vi) **Plans.** All rights of Debtor to plans and specifications, designs, drawings and other matters prepared for any construction on the Real Estate;

(vii) **Contracts for Construction.** All rights of Debtor under any contracts executed by Debtor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Premises;

(viii) **Contracts for Sale or Financing.** All rights of Debtor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which Debtor has, with the consent of Secured Party, obtained the agreement of any person to pay or disburse any money for Debtor's sale (or borrowing on the security) of the Collateral or any part thereof;

(ix) **Unrestricted Receivables.** All rights of the Debtor in its Unrestricted Receivables, as defined in the Security Agreement, provided that the security interest granted to the Secured Party in the Security Agreement shall be subject and subordinate (i) to the security interest in the Debtor's Unrestricted Receivables granted in favor of LaSalle National Bank (the "Bank") to secure amounts owed to it under that certain Loan and Security Agreement dated as of

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December ____, 1997 (the "LaSalle Loan") between the Bank and the Debtor; and (ii) at such time as the Bank has been repaid in full, the security interest of the Secured Party in such Unrestricted Receivables shall be subject and subordinate to any permitted additional Indebtedness incurred thereafter by Debtor pursuant to Section 2B(e) of the Security Agreement.

(x) **Other Property.** All right, title and interest of Debtor in and to all insurance proceeds and condemnation awards relating to the Premises and all permits, licenses, franchises, certificates, trademarks, trade names and symbols obtained by Debtor in connection with the operation of the Premises.

TO HAVE AND TO HOLD all and singular the Collateral unto Secured Party, its successors and assigns, forever, for the purposes and uses set forth in the Security Agreement, subject to Permitted Encumbrances, as defined in the Security Agreement.

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EXHIBIT B

DESCRIPTION OF REAL ESTATE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATED RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES EAST OF AND PARALLEL WITH THE WEST LINE OF SOUTHEAST 1/4; THENCE NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 300.00 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, 602.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835; THENCE EASTERLY ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1298.91 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF DES PLAINES RIVER ROAD AS WIDENED; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF DES PLAINES RIVER ROAD AS WIDENED, BEING A LINE 55.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD, 919.28 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF DES PLAINES RIVER ROAD AS WIDENED, 38.50 FEET TO A POINT OF CURVATURE IN THE NORTH LINE OF GOLF ROAD AS SHOWN ON SAID PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766; THENCE WESTERLY ALONG THE NORTH LINE OF SAID GOLF ROAD, BEING A STRAIGHT LINE 55.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE CENTER LINE OF SAID GOLF ROAD, 1226.49 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO J.S. ADAMS COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT NO. 21313949; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LAND CONVEYED TO J.S. ADAMS COMPANY BY WARRANTY DEED RECORDED AS DOCUMENT NO. 21313949, 299.71 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED WESTERLY OF SAID LAND CONVEYED TO J.S. ADAMS COMPANY BY WARRANT DEED RECORDED AS DOCUMENT NO. 21313949, BEING A LINE PARALLEL WITH THE NORTH LINE OF GOLF ROAD, AFORESAID, 250.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT

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ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID LAST DESCRIBED PARALLEL LINE, 902.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835; THENCE NORTH 88 DEGREES 42 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1118.06 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 47.88 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, 209.90 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 96.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 12 DEGREES 06 MINUTES 43 SECONDS WEST, 76.45 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET TO A POINT ON THE NORTH FACE OF A BRICK BUILDING, 32.51 FEET WEST OF THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH FACE OF THE BRICK BUILDING, 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 4.73 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 70.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 17 MINUTES 34 SECONDS WEST, 62.75 FEET); THENCE NORTH 64 DEGREES 07 MINUTES 20 SECONDS WEST, 53.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 206.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 113.00 FEET TO THE POINT OF BEGINNING AND ALSO EXCEPTING THEREFROM ALL THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT NO. 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.49 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 81.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF A BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY

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EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 16.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 173.10 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 95.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN:

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Address:

100 North River Road
Des Plaines, Illinois 60016

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