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2005 000117

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Denna Sanders (205) 244-5306**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kay K. Bains, Esq.  
Walston, Wells, Anderson & Bains, LLP  
P.O. Box 830642  
Birmingham, AL 35283**

*see oversize attachments*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

CHICAGO TITLE INSURANCE COMPANY 620048280

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**Capital Senior Living ILM-B, Inc.**

OR  
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**14160 Dallas Parkway, Suite 300 Dallas TX 75254 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**75-2888233 corporation Delaware DE3256282**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR  
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**GMAC Commercial Mortgage Corporation**

OR  
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**200 Witmer Road Horsham, PA 19044 USA**

4. This FINANCING STATEMENT covers the following collateral:  
**See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.**

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  if applicable 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE]  optional  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**6442-142 filed with the Clerk of Lake County, Indiana (Towne Center)**

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### UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

#### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Capital Senior Living ILM-B, Inc.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

#### 10. MISCELLANEOUS:

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#### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID # SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

#### 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

16. Additional collateral description:

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

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT BY AND BETWEEN CAPITAL SENIOR  
LIVING ILM-B, INC., AS THE DEBTOR AND GMAC COMMERCIAL  
MORTGAGE CORPORATION, AS THE SECURED PARTY**

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) the Land;
- (2) all Appurtenant Rights;
- (3) all Equipment;
- (4) all Improvements;
- (5) all Fixtures;
- (6) all Accounts (to the extent assignable);
- (7) all General Intangibles;
- (8) all Permits (to the extent assignable);
- (9) all Instruments;
- (10) all Inventory;
- (11) all Reimbursement Contracts (to the extent assignable);
- (12) all Rents;
- (13) the Personalty;
- (14) all Contracts (to the extent assignable);
- (15) all Leases (to the extent assignable);

(16) all Proceeds;

(17) to the extent assignable, all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited (subject to local laws) to secure performance by parties of their obligations;

(18) all Imposition Deposits;

(19) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated);

(20) all of Debtor's interest in, or rights to, all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and

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MORTGAGE DIVISION  
TOWNE CENTRE

all renewals, replacements and proceeds of any of the foregoing and any substitutions therefor.

Defined terms used herein shall have the meanings assigned to them in Exhibit B attached hereto and made a part hereof.

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MICHAEL J. GORMAN  
1234567890

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**EXHIBIT A**

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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL T. BROWN

Parcel 1:

A parcel of land in the South Half of the Northeast Quarter of Section 17, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Section 17; thence South 0 degrees 04 minutes 02 seconds West, 1,883.96 feet along the East line of said Section 17 to the POINT OF BEGINNING; thence continuing South 0 degrees 04 minutes 02 seconds West, 759.62 feet along said East line to the Southeast corner of said South Half; thence North 89 degrees 46 minutes 13 seconds West, 600 feet along the South line of said South Half; thence North 0 degrees 04 minutes 02 seconds East, 200.00 feet; thence North 28 degrees 00 minutes 00 seconds West, 170.25 feet; thence South 89 degrees 46 minutes 13 seconds East, 258.75 feet; thence North 39 degrees 58 minutes 54 seconds East, 251.56 feet; thence North 50 degrees 01 minute 06 seconds West, 42.00 feet; thence North 39 degrees 58 minutes 54 seconds East, 58 feet; thence South 50 degrees 01 minutes 06 seconds East, 42.00 feet; thence North 39 degrees 58 minutes 54 seconds East 223.22 feet; thence South 89 degrees 46 minutes 13 seconds East, 79.49 feet to the POINT OF BEGINNING, excepting therefrom the South 10 feet.

The above described land having been platted and being now known as Towne Centre Retirement Community, as per plat thereof, recorded in Plat Book 85, page 92, and corrected by Certificate of Correction, recorded December 28, 1999, as Document No. 99107804, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Together with the easements granted for the benefit of Parcel 1 set forth in the Restrictive Covenant and Cross Access Agreement recorded November 25, 1998, as document 98094077, in the Office of the Recorder of Lake County, Indiana.

Parcel 3:

Non-exclusive right of way and easement for access, utility and drainage over and across the following described property:

A parcel of land in the South half of the Northeast Quarter of Section 17, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of said Section 17; thence South 0 degrees 04 minutes 02 seconds West 2,643.58 feet along the East line of said Section 17 to the Southeast corner of the South half of the Northeast Quarter of said Section 17; thence North 89 degrees 46 minutes 13 seconds West 600.00 feet along the South line of the South half of the Northeast Quarter of said Section 17 to the POINT OF BEGINNING; thence continuing along said last mentioned course 1,446.82 feet to a point that is 600.00 feet East of the Southwest corner of the Northeast Quarter of said Section 17; thence North 0 degrees 00 minutes 00 seconds West 1,236.42 feet to the South line of the North 5 rods of the West 80 rods of the said South half; thence South 89 degrees 50 minutes 37 seconds East 720.00 feet; thence North 0 degrees 00 minutes 00 seconds

West 82.50 feet along the East line of the North 5 rods of the West 80 rods; thence South 89 degrees 50 minutes 37 seconds East 1,008.32 feet along the North line of the South half of the Northeast Quarter of said Section 17; thence South 40 degrees 00 minutes 00 seconds West 907.81 feet; thence South 39 degrees 00 minutes 00 seconds East 353.23 feet; thence South 28 degrees 00 minutes 00 seconds East 170.25 feet; thence South 0 degrees 04 minutes 02 seconds West 200.00 feet to the POINT OF BEGINNING, as granted in a certain Easement Agreement dated October 9, 1985 and recorded October 18, 1985 as Document No. 824907, subject to the terms, provisions and conditions set forth in said agreement.

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EXHIBIT B 0117

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[Defined Terms]

BROWN

**"Accounts"** means any rights of Debtor arising from the operation of the Facility to payment for goods sold or leased or for services rendered, not evidenced by an Instrument, including, without limitation, (i) all accounts arising from the operation of the Facility and (ii) all rights to payment from state or federal programs, boards, bureaus or agencies and rights to payment from residents, private insurers, and others arising from the operation of the Facility, including rights to payment pursuant to Reimbursement Contracts. Accounts shall include the proceeds thereof (whether cash or noncash, moveable or immoveable, tangible or intangible) received from the sale, exchange, transfer, collection or other disposition or substitution thereof.

**"Appurtenant Rights"** means all air rights, development rights, zoning rights, easements, rights-of-way, strips and gores of land, vaults, streets, roads, alleys, tenements, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used or useful in connection with, or located on, under or above the Land, or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land, or any part thereof.

**"Contracts"** means Debtor's interest in any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.

**"Equipment"** means all beds, linen, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, rehabilitation equipment, if any, restaurant and kitchen equipment, and other fixtures and equipment, owned by Debtor, located on, attached to or used or useful in connection with the Property or the Facility and all renewals and replacements thereof and substitutions therefor; provided, however, that with respect to any items which are leased and not owned by Debtor, the Equipment shall include the leasehold interest only of Debtor together with any options to purchase any of said items and any additional or greater rights with respect to such items which Debtor may hereafter acquire.

**"Facility"** means the 332-unit independent living, assisted living and skilled nursing facility located on the Land in Merrillville, Lake County, Indiana.

**"Fixtures"** means all property owned by Debtor which is so attached to the Land or the Improvements as to constitute a fixture under applicable law and all renewals and replacements thereof and substitutions therefor, including: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and

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MICHAEL BROWN

- (1) the Land;
- (2) all Appurtenant Rights;
- (3) all Equipment;
- (4) all Improvements;
- (5) all Fixtures;
- (6) all Accounts (to the extent assignable);
- (7) all General Intangibles;
- (8) all Permits (to the extent assignable);
- (9) all Instruments;
- (10) all Inventory;
- (11) all Reimbursement Contracts (to the extent assignable);
- (12) all Rents;
- (13) the Personalty;
- (14) all Contracts (to the extent assignable);
- (15) all Leases (to the extent assignable);

(16) all Proceeds;

(17) to the extent assignable, all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited (subject to local laws) to secure performance by parties of their obligations;

(18) all Imposition Deposits;

(19) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated);

(20) all of Debtor's interest in, or rights to, all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property; and

all renewals, replacements and proceeds of any of the foregoing and any substitutions therefor.

**"Permits"** means all licenses, permits and certificates of Debtor used or necessary in connection with the ownership, operation, use or occupancy of the Mortgaged Property and/or the Facility, 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 of the Facility.



**"Personalty"** means all furniture, furnishings, Equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) owned by Debtor which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services owned by Debtor relating to the Land or the Improvements.

**"Proceeds"** means all awards, payments, earnings, royalties, issues, profits, liquidated claims, and proceeds (including proceeds of insurance and condemnation or any conveyance in lieu thereof) payable to Debtor from the sale, conversion (whether voluntary or involuntary), exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Mortgaged Property.

**"Reimbursement Contracts"** shall mean all third party reimbursement contracts for the Facility which are now or hereafter in effect with respect to residents qualifying for coverage under the same, including private insurance agreements.

**"Rents"** means all rent and other payments of whatever nature from time to time payable to Debtor pursuant to the Leases (including, without limitation, rights to payments earned under leases for space in the Facility for the operation of ongoing retail businesses such as newsstands, barbershops, beauty shops, physicians' offices, pharmacies and specialty shops).

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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; and exercise equipment.

**"General Intangibles"** means all intangible personal property owned by Debtor arising out of or connected with the Land or the Facility (other than Accounts, Rents, Instruments, Inventory, and Permits), including, without limitation, things in action, contract rights and other rights to payment of money.

**"Impositions" and "Imposition Deposits"** are defined in Section 4 of that certain Mortgage, Assignment of Rents and Leases and Security Agreement and Fixture Filing.

**"Improvements"** means all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including any future replacements, substitutions and additions and including the Facility.

**"Instruments"** means all instruments, chattel paper, documents or other writings obtained by Debtor from or in connection with the operation of the Land or the Facility (including without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account and files of Debtor relating thereto).

**"Inventory"** means all inventories of food, beverages and other comestibles owned by and held by Debtor for sale or use at or from the Land or the Facility, and soap, paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held by Debtor for sale to or for consumption by residents, guests or patients of the Land or the Facility and all such other goods returned to or repossessed by Debtor.

**"Land"** means the land described in Exhibit "A" attached hereto and incorporated herein.

**"Leases"** means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property and all modifications, extensions or renewals thereof.

**"Mortgaged Property"** means all of the following:

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