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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



Doc#: 1107744052 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/18/2011 12:05 PM Pg: 1 of 7

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nutter, McClennen & Fish, LLP
Seaport West
75 Seaport Boulevard
Boston, MA 02210-2604
Attn: Paul J. Ayoub, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 W/G LCD LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 40 Skokie Boulevard, Suite 610		CITY Northbrook	STATE IL	POSTAL CODE 60062	COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited liability co.	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE3827687	<input type="checkbox"/> 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				
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	<input type="checkbox"/> 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 DIV Woodfield Gardens, LLC					
OR	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS One Appleton Street		CITY Boston	STATE MA	POSTAL CODE 02116	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A and B attached hereto and incorporated herein by reference.

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 Acknowledgment (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL) (ADDITIONAL FEE)	All Debtors	Debtor 1	Debtor 2		

file with Cook County Recorder of Deeds

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DUCC1FNAT - 12/17/2002 CT Systems Online

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EXHIBIT "A"
to
UCC Financing Statement

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID EAST 40 RODS; THENCE NORTHWARD, ALONG THE WEST LINE OF SAID EAST 40 RODS, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 406.18 FEET; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 71.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 30 MINUTES 23 SECONDS EAST, A DISTANCE OF 408.95 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, A DISTANCE OF 326.44 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 81 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 03 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 35 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 490 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE NORTH 84 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 124.05 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 23 MINUTES, 00 SECONDS WEST, A DISTANCE OF 810.93 FEET; THENCE EASTWARD ALONG A LINE, BEING 66 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 673.65 FEET; THENCE NORTHWARD ALONG A LINE, BEING 66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST A DISTANCE OF 445.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 1 OF RAMLIN ROSE ESTATES UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

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PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 180 FEET;

THENCE NORTH 84 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 07 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 395.00 FEET; THENCE NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 81 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 38 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 235.00 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, BEING THE EQUIVALENT OF LOT 2 (EXCEPTING THE EASTERLY 22.00 FEET OF SAID LOT 2, AS MEASURED PERPENDICULAR TO THE EASTERLY LINE THEREOF) OF RAMLIN ROSE ESTATE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286.

PARCEL 3:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST CORNER OF LOT 2 OF RAMLIN ROSE ESTATES UNIT NO. 1, RECORDED MARCH 1, 1965 AS DOCUMENT NO. 19394286; THENCE EASTWARD, ALONG THE NORTHERNMOST LINE OF SAID LOT 2, SOUTH 84 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.88 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST, A DISTANCE OF 183.34 FEET; THENCE SOUTH 74 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.19 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 00 SECONDS EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 50 SECONDS WEST, A DISTANCE OF 566.67 FEET; THENCE NORTH 08 DEGREES 35 MINUTES 00 SECONDS WEST, A

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DISTANCE OF 66.00 FEET; THENCE SOUTH 81 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 95 FEET; THENCE SOUTH 12 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 422.02 FEET; THENCE SOUTH 84 DEGREES 31 MINUTES 25 SECONDS EAST, A DISTANCE OF 884.92 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 166.73 FEET; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 492.50 FEET IN RADIUS, HAVING A CHORD LENGTH OF 78.51 FEET ON A BEARING OF NORTH 35 DEGREES 08 MINUTES 48 SECONDS EAST, FOR AN ARC LENGTH OF 78.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 30 DEGREES 34 MINUTES 31 SECONDS EAST, A DISTANCE OF 66.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST OF 420.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 93.14 TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST, OF 320.50 FEET IN RADIUS, FOR AN ARC LENGTH OF 132.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 67 DEGREES 02 MINUTES 11 SECONDS EAST, A DISTANCE OF 89.20 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHEAST, OF 120.39 FEET IN RADIUS, FOR AN ARC LENGTH OF 133.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 721.27 FEET TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY DEED RECORDED NOVEMBER 14, 1984 AS DOCUMENT NO. 27336988; THENCE NORTH 80 DEGREES 06 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 310.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.76 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 230.74 FEET; THENCE SOUTH 5 DEGREES 29 MINUTES 28 SECONDS EAST, A DISTANCE OF 388.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax No.	07-12-203-007	Volume No. 187
Tax No.	07-12-203-008	Volume No. 187
Tax No.	07-12-203-011	Volume No. 187
Tax No.	08-07-203-012	Volume No. 049

4700 ARBOR DRIVE
Rolling Meadows, IL

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EXHIBIT "B"
to
UCC Financing Statement

All of Debtor's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Debtor (collectively, the "Property")

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "Land"), together with additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement dated June 18, 1999 from Woodfield Gardens Associates to Morgan Guaranty Trust Company of New York (the "Security Instrument");
2. Improvements. The buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
3. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estate, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
4. Fixtures and Personal Property. All machinery, furnishings, equipment, goods, inventory, consumer goods, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, fans, alarm systems, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements, including without limitation, chairs, desks, lamps, mirrors, bookcases, tables, couches, shelves, outdoor furniture, grills, cabinets, rugs, carpeting, floor coverings, draperies and drapery rods and brackets, curtains, shades, venetian blinds, screens, awnings, paintings, hangings, pictures, keys or other entry systems, cable t.v. equipment, intercom equipment, electric and electronic equipment, private telephone systems, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, fittings, plants, stoves, ranges, microwaves, dishwashers, garbage disposal units, refrigerators, washers and dryers, tools, lawn mowers, pool equipment, exercise equipment, machinery, water heaters, incinerators, machines, engines, boilers, dynamos, elevators, stokers, tanks, office supplies, other

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customary apartment equipment, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Land and the Improvements and the right, title and interest of Debtor in and to any of the Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "Uniform Commercial Code") superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

5. Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease"; collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

6. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

7. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

8. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

9. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

10. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

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11. **Agreements.** All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Property), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property (including any Improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

12. **Trademarks.** All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

13. **Accounts.** All accounts, accounts receivable, escrows (including, without limitation, all escrows, deposits, reserves and impounds established pursuant to that certain Escrow Agreement for Reserves and Impounds of even date herewith between Debtor and Secured Party), documents, instruments, chattel paper, claims, reserves (including deposits) representations, warranties and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choses, claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

14. **Other Rights.** Any and all other rights of Debtor in and to the Property and any accessions, renewals, replacements and substitutions of all or any portion of the Property and all proceeds derived from the sale, transfer, assignment or financing of the Property or any portion thereof.