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### **UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

David L. Dubrow, Esq. - 212-484-3900

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Arent Fox LLP

167**5 B**roadway

made a part hereof.

 $\square$ 

8. OPTIONAL FILER REFERENCE DATA

York, New York 10019

Attention: David L. Dubrow, Esq.

Doc#: 1112918065 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 05/09/2011 03:58 PM Pg: 1 of 4

<del>- ( )</del>	<del>10</del>	<u> </u>					
				THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
(l. 13)	PBTOR'S EXACT FU	JLL LECAL NAME	- insert only one debtor name (1a	or 1b) - do not abbreviate or combine na	mes		
	1a. ORGANIZATION'S NAMF						
<b>₩</b>	WRIGHTWOOD OY, L.L.C.						
OR	1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
Ic. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
324 W. Touhy Avenue				Park Ridge	IL	60068	USA
Id. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZATION				1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if ar		
	ORGANIZATION						
		DEBTOR	LL C	Illinois	0051245-1		☐ NONE
2. Al	DDITIONAL DEBTO	R'S EXACT FULL	LEGAL NAME - insect or ly one	debtor name (2a or 2b) - do not abbreviat	e or combine	names	
	2a. ORGANIZATION'S NAME						
OR							
VIC	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
				TO.			
2c. MAILING ADDRESS				CIT.	STATE	POSTAL CODE	COUNTRY
				40			
2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION				2f. JURISDIC (ICN OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any		
3 SF	CURED PARTY'S N	DEBTOR	TOTAL ASSIGNED OF ASSIGNA	DR S/P) - insert only one secured party na	12 21		□NONE
J. 3L	3a. ORGANIZATION	S NAME	TOTAL ASSIGNEE OF ASSIGN	JR S/P) - insert only one sectured party na	me (3a or 3b	)	
			W ** * * * *	10.			
OR	PILLAR MULTIFAMILY, LLC						
	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME SUFFIX		SUFFIX
			2, '				
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
			•				
8330 Boone Boulevard				Vienna	VA	22182	USA
4. Thi	is FINANCING STAT	EMENT covers the	following collateral:				

See "Exhibit A" and "Exhibit B", the Legal Description and Collateral Description, respectively, attached hereto and

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s)

[ADDITIONAL FEE] [optional]

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

FIXTURE UCC FILING (451 W. Wrightwood) - To be filed with Cook County, Illinois

[if applicable]

This FINANCING STATEMENT is to be filed [for record] (or recorded) in

the REAL ESTATE RECORDS. Attach Addendum

All Debtors Debtor I Debtor 2

1112918065 Page: 2 of 4

Debtor: **Secured Party:** 

WRIGHTWOOD III, L.L.C. PILLAR MULTIFAMILY, LLC

### **EXHIBIT A** Legal Description – 451 Wrightwood

Lot 42 and Lot 43 (except the East 17 feet of Lot 43 only thereof) in Andrew's Spafford and Colehour's subdivision of Blocks 1 and 2 of outlot 'A' of Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, also that part of the Easterly 17 feet of Lot 43 in Andrew's Spafford and Colehour's subdivision of Blocks 1 and 2 of outlot 'A' of Wrightwood, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at Southwest corner of the Easterly 17 feet of said lot 43, thence Northerly along the Westerly line of the Easterly 17 feet of said lot 43, a distance of 23 feet; thence Easterly parallel to the Southerly line of said lot 43; a distance of 1.68 feet; thence Southerly to a point on the Southerly line of said lot 43 which is 15.37 feet Westerly of the Southeast corner of said lot 43; the see Westerly along the Southerly line of said lot 43, a distance of 1.63 feet to the point of beginning, in Cook County, Illinois.

Address:

The Colling Clark's Office 451 W. Wrightwood Avenue

Chicago, Illinois

Tax Number 14-28-318-058-0000

1112918065 Page: 3 of 4

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**Debtor:** Secured Party:

WRIGHTWOOD III, L.L.C. PILLAR MULTIFAMILY, LLC

#### **EXHIBIT B**

#### **COLLATERAL DESCRIPTION**

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

- (1) the Land;
- (2) the Improvements;
- (3) the Fixtures;
- (4) the Personalty;
- (5) an current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Lender's requirement;
- all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or sert coments resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (8) 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 to secure performance by parties of their obligations;
- (9) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;
- (10) all Rents and Leases;

1112918065 Page: 4 of 4

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Debtor: WRIGHTWOOD III, L.L.C. Secured Party: PILLAR MULTIFAMILY, LLC

- all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (12) all Imposition Deposits;
- 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);
- all tenant security deposits which have not been forfeited by any tenant under any Lease;
- (15) all proceeds paid or to be paid by any insurer of Borrower's title to the Land; and
- all names under or by which any of the above Mortgaged Property may be operated or know's, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

Capitalized terms used herein without defirition shall have the meanings accorded to them under that certain Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of May Other, 2011, among Debtor and Secured Party.