

5 of 5

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1305716098

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 1305716098 Fee: \$60.00

Karen A. Yarbrough RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 02/26/2013 04:30 PM Pg: 1 of 12

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winstead PC
2400 Hearst Tower
214 North Tryon Street
Charlotte, North Carolina 28202
Attention: Jeffrey Lee

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
1945 W. WILSON LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
401 N. Franklin Street, 5th Floor Chicago IL 60654 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited liability company 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID#, if any 5262999 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debt or 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
LADDER CAPITAL FINANCE I LLC

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
345 Park Avenue, 8th Floor New York NY 10154 USA

4. This FINANCING STATEMENT covers the following collateral.

See Schedule A attached hereto and made a part hereof for a description of Collateral.
See Exhibit A attached hereto and made a part hereof for a description of Real Property.

File with Cook County, Illinois.

FIRST AMERICAN TITLE

ORDER # 581505
L Whitman

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) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA ADDITIONAL FEE (optional)

File with Cook County, Illinois.

(Ravenswood)

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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 1945 W. WILSON LLC		
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S (DO NOT 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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'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 for a description of Real Property.

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

16. Additional collateral description:

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

Filed in connection with a Public-Finance Transaction

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SCHEDULE A

DEBTOR: 1945 W. WILSON LLC

SECURED PARTY: LADDER CAPITAL FINANCE I LLC

This financing statement covers the following types (or items) of property (the "Collateral Property"):

1. Property Mortgaged. Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Secured Party and its successors and assigns the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land 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 the Mortgage, Assignment of Leases and Rents and Security Agreement ("Mortgage");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) 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 estates, 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;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as defined in the Mortgage), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and

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electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as defined in the Mortgage), whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal 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 Mortgage and all proceeds and products of any of the above;

(h) 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.

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§101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (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, 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 and performance of the Obligations, including the payment of the Debt;

(i) 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 such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under 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;

(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same, in each case, irrespective of the time period to which they relate;

(l) 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;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, 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 Land and any part thereof and 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;

(n) 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;

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(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Cash Management Agreement, the Clearing Account Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(q) Condominium Rights. All rights, licenses, easements, benefits and privileges accruing to Debtor as the owner of the Property pursuant to that certain Declaration of Condominium of 4501 North Damen Garage Condominium, dated December 20, 2002; as amended by that certain First Amendment to Declaration of Condominium of 4501 North Damen Garage Condominium, dated February 27, 2003; as amended by that certain Second Amendment to Declaration of Condominium of 4501 North Damen Garage Condominium, dated August 5, 2004; as amended by that certain Third Amendment to Declaration of Condominium of 4501 North Damen Garage Condominium, dated as of March 14, 2007, as the same may be amended, restated, supplemented or modified in accordance with the terms of the loan documents, (the "Regime"), and all other documents necessary for the operation and ownership of the Regime;

(r) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and

(s) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (r) above. AND without limiting any of the other provisions of the Mortgage, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Mortgage be deemed conclusively to be real estate and mortgaged hereby.

Location: 1945 West Wilson Avenue & 4501 North Damen Avenue, Chicago, Illinois

County: Cook County

Property PIN: See Exhibit A

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EXHIBIT A

PARCEL 1:

THAT PART OF LOTS 19 TO 24 IN BLOCK 15 TOGETHER WITH PART OF THE VACATED NORTH/SOUTH ALLEY IN BLOCK 15 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 24; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 24 AND ITS EASTWARD EXTENSION, 152.02 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 32 SECONDS EAST 267.45 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 21 SECONDS WEST 152.02 FEET TO THE WEST LINE OF SAID LOT 19; THENCE NORTH 00 DEGREES 07 MINUTES 32 SECONDS WEST ALONG THE WEST LINE OF LOTS 19 TO 24 AFORESAID 267.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

UNITS 271 THROUGH 445, BOTH INCLUSIVE, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN THE 4501 NORTH DAMEN GARAGE CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0021432128, AND AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED IN THE AMENDED AND RESTATED GRANT AND RESERVATION OF EASEMENTS PERTAINING TO THE PROJECT COMMONLY KNOWN AS RAVENSWOOD TOWN CENTER, LOCATED AT THE SOUTHEAST QUADRANT OF DAMEN AND WILSON IN CHICAGO, ILLINOIS RECORDED JULY 18, 2003 AS DOCUMENT 0820029016, IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS AND ANY OTHER SUPPORTING COMPONENTS LOCATED WITHIN OR CONSTITUTING A PART OF THE SPECIALTY CARE PAVILION PARCEL AS DESCRIBED THEREIN, THE RESIDENTIAL APARTMENT PARCEL AS DESCRIBED THEREIN, THE OLD HOSPITAL PARCEL AS DESCRIBED THEREIN, THE ADLER PAVILION PARCEL AS DESCRIBED THEREIN AND THE PARKING GARAGE CONDOMINIUM PARCEL AS DESCRIBED THEREIN, EXCEPT AS TO THE INSURED UNITS INSURED IN PARCEL 2, AND FOR INGRESS AND EGRESS OF PEDESTRIANS AND VEHICLES OVER THE VARIOUS SIDEWALKS AND DRIVEWAYS LOCATED WITHIN THOSE PORTIONS OF THE OTHER PARCELS.

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PERMANENT INDEX NUMBERS:

14-18-212-034-0000 (Affects Parcel 1)

14-18-212-037-1271 (Affects Unit 271 Parcel 2)
14-18-212-037-1272 (Affects Unit 272 Parcel 2)
14-18-212-037-1273 (Affects Unit 273 Parcel 2)
14-18-212-037-1274 (Affects Unit 274 Parcel 2)
14-18-212-037-1275 (Affects Unit 275 Parcel 2)
14-18-212-037-1276 (Affects Unit 276 Parcel 2)
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14-18-212-037-1302 (Affects Unit 302 Parcel 2)
14-18-212-037-1303 (Affects Unit 303 Parcel 2)
14-18-212-037-1304 (Affects Unit 304 Parcel 2)
14-18-212-037-1305 (Affects Unit 305 Parcel 2)

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14-18-212-037-1306 (Affects Unit 306 Parcel 2)
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14-18-212-037-1346 (Affects Unit 346 Parcel 2)
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14-18-212-037-1348 (Affects Unit 348 Parcel 2)
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14-18-212-037-1386 (Affects Unit 386 Parcel 2)
14-18-212-037-1387 (Affects Unit 387 Parcel 2)
14-18-212-037-1388 (Affects Unit 388 Parcel 2)
14-18-212-037-1389 (Affects Unit 389 Parcel 2)

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14-18-212-037-1390 (Affects Unit 390 Parcel 2)
14-18-212-037-1391 (Affects Unit 391 Parcel 2)
14-18-212-037-1392 (Affects Unit 392 Parcel 2)
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14-18-212-037-1402 (Affects Unit 402 Parcel 2)
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14-18-212-037-1415 (Affects Unit 415 Parcel 2)
14-18-212-037-1416 (Affects Unit 416 Parcel 2)
14-18-212-037-1417 (Affects Unit 417 Parcel 2)
14-18-212-037-1418 (Affects Unit 418 Parcel 2)
14-18-212-037-1419 (Affects Unit 419 Parcel 2)
14-18-212-037-1420 (Affects Unit 420 Parcel 2)
14-18-212-037-1421 (Affects Unit 421 Parcel 2)
14-18-212-037-1422 (Affects Unit 422 Parcel 2)
14-18-212-037-1423 (Affects Unit 423 Parcel 2)
14-18-212-037-1424 (Affects Unit 424 Parcel 2)
14-18-212-037-1425 (Affects Unit 425 Parcel 2)
14-18-212-037-1426 (Affects Unit 427 Parcel 2)
14-18-212-037-1427 (Affects Unit 428 Parcel 2)
14-18-212-037-1429 (Affects Unit 429 Parcel 2)
14-18-212-037-1430 (Affects Unit 430 Parcel 2)
14-18-212-037-1431 (Affects Unit 431 Parcel 2)
14-18-212-037-1432 (Affects Unit 432 Parcel 2)

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- 14-18-212-037-1433 (Affects Unit 433 Parcel 2)
- 14-18-212-037-1434 (Affects Unit 434 Parcel 2)
- 14-18-212-037-1435 (Affects Unit 435 Parcel 2)
- 14-18-212-037-1436 (Affects Unit 436 Parcel 2)
- 14-18-212-037-1437 (Affects Unit 437 Parcel 2)
- 14-18-212-037-1438 (Affects Unit 438 Parcel 2)
- 14-18-212-037-1439 (Affects Unit 439 Parcel 2)
- 14-18-212-037-1440 (Affects Unit 440 Parcel 2)
- 14-18-212-037-1441 (Affects Unit 441 Parcel 2)
- 14-18-212-037-1442 (Affects Unit 442 Parcel 2)
- 14-18-212-037-1443 (Affects Unit 443 Parcel 2)
- 14-18-212-037-1444 (Affects Unit 444 Parcel 2)
- 14-18-212-037-1445 (Affects Unit 445 Parcel 2)

Property of Cook County Clerk's Office