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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Doc#: 1405722070 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/26/2014 12:29 PM Pg: 1 of 4

A. NAME & PHONE OF CONTACT AT FILER (optional) William R. Weir (216-443-2540)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) William R. Weir Porter Wright Morris & Arthur LLP 925 Euclid Avenue, Suite 1700 Cleveland, Ohio 44115

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Willow Partners LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o Washington Properties, 400 Skokie Blvd., #425		CITY Northbrook	STATE IL	POSTAL CODE 60062	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Auto-Owners Life Insurance Company					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 6101 Anacapi Boulevard		CITY Lansing	STATE MI	POSTAL CODE 48917	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

SEE SCHEDULE A ATTACHED HERETO.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Cook County Recorder	

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Willow Partners LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Covers goods that are, or are to become fixtures on the real property described on EXHIBIT A attached hereto.

17. MISCELLANEOUS:

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SCHEDULE A

All estate, right, title and interest which Debtor now has or may later acquire in and to all of the real estate described in **Exhibit A** attached hereto,

TOGETHER with all buildings, structures and improvements now or hereafter constructed, erected, installed or placed in or upon said real estate, and all replacements thereof and additions thereto, and all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Debtor, of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER with all rents, issues and profits thereof and any present or future lease or rights to income (whether pursuant to lease or otherwise) growing out of the use and/or occupancy of the above-described real estate, which are hereby specifically assigned, transferred and set over to the Secured Party;

TOGETHER with all "Goods" and all "Accounts" as those terms are defined in the Illinois Uniform Commercial Code as presently or hereafter in effect relating to the said real estate;

TOGETHER with all easements, rights and licenses relating to the said real estate;

TOGETHER with all machinery, apparatus, equipment, appliances, floor covering, furniture, furnishings, supplies, materials, fittings, fixtures and personal property of every kind and nature whatsoever, now or hereafter located in or upon, affixed to or intended for use in or upon said real estate (whether stored thereon or elsewhere), or any part thereof, now owned or hereafter acquired by Debtor, and used or usable in connection with any present or future operation or maintenance of said real estate, regardless of their classification as fixtures or personal property, all "Equipment" as that term is defined in the Illinois Uniform Commercial Code presently or hereafter in effect, and all replacements thereof (collectively the "Equipment") relating to the said real estate including, but without limiting the generality of the foregoing, all heating, lighting, ventilating and power equipment, pipes, ducts, pumps, tanks, compressors, engines, motors, conduits, plumbing and cleaning equipment, fire-extinguishing systems, refrigerating and ventilating apparatus, air-cooling and air conditioning apparatus, gas, water and electrical equipment, elevators, escalators, attached cabinets, shelving, partitions, carpeting, communications equipment and all of the right, title and interest of Debtor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Mortgage. All Equipment hereinabove described shall be deemed part and parcel of said real estate, appropriated to the use of said real estate and, whether affixed or annexed thereto or not, shall for the purpose of the Mortgage be deemed conclusively to be real estate and mortgaged hereby;

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same which may be made with respect to any of said real estate as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, or decrease in the value of, said real estate, to the extent of all amounts which may be secured by the Mortgage at the date of receipt of any such award or payment by Secured Party and the costs and disbursements incurred by Secured Party in connection with the collection of such award or payment. Debtor shall execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such award or payment.

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Exhibit A

Description of Real Estate

Land situated in the Village of Northfield, County of Cook, and State of Illinois, being more particularly described as follows:

Lot 19, 20 and 21 in Block 15 in United Realty Company's Willow Crest, being a Subdivision of the West Half of the Northwest Quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 1799 Willow Road, Northfield, Illinois 60093

PINs: 05-19-117-013-0000 (affects the West half of Lot 21)
05-19-117-014-0000 (affects the east 1/2 of Lot 21)
05-19-117-015-0000 (affects Lot 20)
05-19-117-016-0000 (affects Lot 19)



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