



LAKE COUNTY
FILED FOR RECORD

2005 000706

2005 AUG -9 AM 11:20

MARSHALL CROWN

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<p>KATTEN MUCHIN ROSENMAN LLP 575 MADISON AVENUE NEW YORK, NEW YORK 10022 ATTN: FERDINAND J. GALLO III</p> <p><i>see on size attached</i></p>

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					
TIBERON TRAILS, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
3324 WEST NORTH AVENUE		CHICAGO	IL	60647	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		LLC	ILLINOIS	0110290-7	<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				
	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	
				<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					
MORGAN STANLEY MORTGAGE CAPITAL INC.					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1221 AVENUE OF THE AMERICAS, 27FL		NEW YORK	NY	10020	USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL BUILDINGS, STRUCTURES, FIXTURES, ADDITIONS, ENLARGEMENTS, EXTENSIONS, MODIFICATIONS, REPAIRS, REPLACEMENTS, IMPROVEMENTS AND ALL OTHER PROPERTY AS MORE PARTICULARLY DESCRIBED IN THE RIDER TO UCC FILING ATTACHED HERETO, NOW OR HEREAFTER ERECTED OR LOCATED ON THE REAL PROPERTY COMMONLY KNOWN AS TIBERON TRAILS APARTMENTS AND HAVING THE ADDRESS OF 1240 WEST 52ND STREET, GARY, INDIANA (THE "LAND") SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AS SUCH LAND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			

8. OPTIONAL FILER REFERENCE DATA

FILE WITH LAKE COUNTY, INDIANA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)
ILUCC1PNAT - 12/17/2002 C T System Online

NW493427

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF ILLINOIS
LAKE COUNTY
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MICHELLE A. BROWN
CLERK

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

9a. ORGANIZATION'S NAME
TIBERON TRAILS, LLC

OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
2005 000706

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. SEE INSTRUCTIONS 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 BY THIS REFERENCE MADE A PART HEREOF FOR ALL PURPOSES.

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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
FILED FOR RECORD
2005 000706
**RIDER
TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT**

Debtor: Tiberon Trails LLC, an Illinois limited liability company, having an address at 3324 West North Avenue, Chicago, Illinois 60647

Secured Party: Morgan Stanley Mortgage Capital Inc., having an address at 1221 Avenue of the Americas, 27th Floor, New York, New York 10020

All right, title and interest of Debtor in and to the following (collectively, the "Property"):

1. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
2. 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 Security Instrument (as defined below);
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");
4. 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;
5. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and 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, and usable in connection with the present or future operation and occupancy of the Land and the Improvements 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 and occupancy of the Land and the Improvements (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, superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

6. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, 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") (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 (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 indebtedness secured by the Security Instrument;
7. 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. 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;
9. 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;
10. 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;
11. 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;
12. 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 occurrence and during the continuance of an event of default (as defined in the Security Instrument), or any other document executed in connection therewith, to receive and collect any sums payable to Debtor thereunder; and

13. 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.

This UCC Financing Statement is filed in connection with a certain Mortgage and Security Agreement dated July 18, 2005 (the "Security Instrument") in the principal sum of \$10,880,000.00 given by Debtor to Secured Party covering the estate of Debtor in the Property and intended to be duly recorded in Lake County, State of Indiana.

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LAKE COUNTY INDIANA
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MICHAEL J. GROWN
RECORDER

**EXHIBIT A
TO
FORM UCC FINANCING STATEMENT**

LEGAL DESCRIPTION

A part of the Southwest 1/4 of Section 33, Township 36 North, Range 8 West of the Second Principal Meridian, in Calumet Township, Lake County, Indiana, and being more particularly described as follows: Commencing at a Monument marking the Southwest corner of said Section 33; thence South 88 degrees 40 minutes 25 seconds East along the South line of said Section 33, 541.06 feet to a 3/4 inch iron pipe set at the point of beginning of the land herein described; thence North 17 degrees 38 minutes 09 seconds East, 596.56 feet to a 3/4 inch iron pipe set; thence North 00 degrees 19 minutes 31 seconds East, 9.24 feet to a 3/4 inch iron pipe set on the South right of way line of the Elgin, Joliet and Eastern Railway; thence South 89 degrees 04 minutes 55 seconds East, along said South right of way line, 1890.75 feet to a 3/4 inch iron pipe set on the West line of an easement for highway purposes recorded January 3, 1972, as Document No. 131087, in the Office of the Recorder of Lake County, Indiana; thence continuing South 89 degrees 04 minutes 55 seconds East, along said South right of way line, 37.00 feet to a P.K. nail set on the East line of the Southwest 1/4 of said Section 33; thence South 00 degrees 00 minutes 00 seconds West, along said East line, 595.69 feet to a P.K. nail set marking the Southeast corner of said Southwest 1/4 of Section 33; thence North 88 degrees 40 minutes 25 seconds West, along the South line of said Southwest 1/4 of Section 33, 37.00 feet to a 3/4 inch iron pipe set on the West line of said easement for highway purposes; thence continuing North 88 degrees 40 minutes 25 seconds West, along said South line, 2071.86 feet to the point of beginning.

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MICHAEL S. BROWN
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