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E# 2632420 PG 1 OF 8  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
29-Apr-13 12:04 PM FEE \$26.00 DEP TT  
REC FOR: FIRST AMERICAN NCS - UTAH  
ELECTRONICALLY RECORDED

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kaye Scholer LLP**  
**425 Park Avenue**  
**New York, New York 10022**  
**Attention: Stephen Gliatta, Esq.**

**581752-69**

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  
**Willow Creek Estates MH Community, LLC**

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

1c. MAILING ADDRESS  
**31200 Northwestern Highway Farmington Hills MI 48334 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **DE** 1g. ORGANIZATIONAL ID #, if any **5300650**  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  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  
**GERMAN AMERICAN CAPITAL CORPORATION**

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

3c. MAILING ADDRESS  
**60 WALL STREET, 10TH FLOOR NEW YORK NY 10005 USA**

4. This FINANCING STATEMENT covers the following collateral:  
**The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.**

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) (OPTIONAL FEE) optional All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**UT - Weber County (27764/0765) 71. Willow Creek Estates**

**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  
 OR **Willow Creek Estates MH Community, LLC**

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 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. TAX ID #: SSN OR EIN 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 OF  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:

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 — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

**SCHEDULE A**

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

**WILLOW CREEK ESTATES MH COMMUNITY, LLC**, a Delaware limited liability company, as Debtor

and

**GERMAN AMERICAN CAPITAL CORPORATION**, a Maryland corporation, as Secured Party

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**Part I**

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the land described in Exhibit A to this Schedule A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**"); TOGETHER WITH all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Trust Property**"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in

effect in the State where the Trust Property is located (the "*UCC*"), superior in lien to the lien of the Deed of Trust;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including 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 Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "*Rents*"), together with 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;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Trust 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 Trust Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Secured Party in the Trust Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment

thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by the Deed of Trust shall automatically extend to all Rents acquired by the Debtor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

## **Part II - Definitions**

When used herein, the following terms shall have the following meanings:

**"Bankruptcy Code"**: Title 11 of the United States Code entitled "Bankruptcy", as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors' rights.

**"Bankruptcy Proceeding"** shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation or all or a major portion of Debtor's property.

**"Debt"**: means all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, the Deed of Trust, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the "*Loan Documents*"), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against the Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the costs and expenses of enforcing any provision of any Loan Document.

**"Deed of Trust"** means that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of April 5, 2013 made by Debtor for the benefit of Secured Party.

**"Loan Agreement"** means that certain Loan Agreement dated as of April 5, 2013 by and between Debtor and Secured Party.

**"Note"** means that certain Promissory Note dated as of April 5, 2013 made by Debtor to Secured Party in the principal amount of up to \$54,056,370, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[See Attached]

**Willow Creek****PARCEL 1:**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE SAID POINT BEING SOUTH 308.47 FEET AND WEST 1531.18 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET, EAST 3380.39 FEET AND NORTH 364.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: SOUTH 49°11'42" WEST 515.20 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 43°40'18" WEST 696.38 FEET; THENCE SOUTH 50°21'29" WEST 65.54 FEET TO A FENCE CORNER; THENCE SOUTH 00°41'11" WEST 349.08 FEET ALONG AN EXISTING FENCE LINE TO A FENCE CORNER; THENCE NORTH 63°58'32" WEST 367.17 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 605.32 FEET ALONG SAID CENTURY DRIVE; THENCE SOUTH 52°43'51" EAST 10.00 FEET ALONG SAID CENTURY DRIVE; THENCE NORTH 00°29'30" EAST 274.70 FEET ALONG SAID CENTURY DRIVE TO A POINT ON THE BOUNDARY OF NORTH POINTE VILLAGE SUBDIVISION PHASE 1, THENCE ALONG SAID NORTH PONTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: NORTH 25°09'20" EAST 133.27 FEET; THENCE SOUTH 68°19'41" EAST 530.75 FEET; THENCE SOUTH 63°58'53" EAST 173.90 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 3A; THENCE ALONG SAID MEADOW BROOK CONDOMINIUM PHASE 3A THE FOLLOWING (2) TWO COURSES: SOUTH 00°59'41" WEST 187.81 FEET; THENCE SOUTH 35°06'02" EAST 168.02 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF MEADOW BROOK CONDOMINIUM PHASE 1; THENCE ALONG SAID MEADOW BROOK CONDOMINIUM PHASE 1 THE FOLLOWING (6) SIX COURSES: SOUTH 35°10'11" EAST 59.96 FEET; THENCE SOUTH 63°07'10" EAST 99.66 FEET; THENCE NORTH 66°31'06" EAST 51.00 FEET; THENCE SOUTH 61°42'54" EAST 38.00 FEET; THENCE SOUTH 17°19'54" EAST 161.00 FEET; THENCE SOUTH 76°25'54" EAST 144.00 TO THE SOUTHEAST CORNER OF SAID SUBDIVISION SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF CENTURY VILLAGE SUBDIVISION UNIT ONE; THENCE ALONG SAID CENTURY VILLAGE SUBDIVISION UNIT ONE THE FOLLOWING (2) TWO COURSES: SOUTH 48°11'35" EAST 64.60 FEET; THENCE SOUTH 03°07'42" EAST 12.02 FEET TO THE POINT OF BEGINNING.

The record legal description as described above is affected by that certain "Boundary Line Agreement" Recorded March 12, 1999 as Entry No. 1620207 in Book 1998 at Page 597 of Official Records.

**THE ABOVE DESCRIBED PARCEL 1 IS NOW DESCRIBED AS FOLLOWS:**

Beginning at a point on the boundary of Century Village Subdivision Unit One said point being South 308.47 feet and West 1531.18 feet from the Ogden City Survey Monument at 9th Street and Wall Avenue, said point also being South 734.98 feet, East 3380.39 feet and North 364.71 feet from the South Quarter Corner of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°11'42" West 515.21 feet along an existing fence line to a fence corner; thence North 43°40'18" West 696.38 feet; thence South 50°21'29" West 65.54 feet to a fence corner; thence South 00°41'11" West 349.08 feet along an existing fence line to a fence corner; thence North 63°58'32" West 367.17 feet along an existing fence line to the easterly right of way line of Century Drive; thence along said right of way line the following (3) three courses and distances: (1) North 00°29'30" East 605.32 feet; thence (2) South 52°43'51" East 10.00 feet; thence (3) North 00°29'30" East 274.17 feet to a point on the southerly boundary line of North Pointe Village Subdivision Phase 1, said boundary line being the same line referenced in that certain Boundary Line Agreement recorded as Entry No. 1620207 in Book 1998 at Page 597 of the official records in the office of the Weber Country Recorder; thence along the boundary line of said North Pointe Village Subdivision Phase 1 the following (3) three courses and distances: (1) North 25°09'20" East 133.57 feet; thence (2) South 68°20'48" East 530.42 feet; thence (3)

South 64°00'00" East 173.90 feet to the Southeast Corner of said Subdivision said point also being a point on the boundary of Meadow Brook Condominium Phase 3A; thence along said Meadow Brook Condominium Phase 3A the following (2) two courses and distances: (1) South 00°58'34" West 187.81 feet; thence (2) South 35°07'11" East 168.02 to the Southeast Corner of said Meadow Brook Condominium Phase 3A, said corner also being a corner on the boundary line of Meadow Brook Condominium Phase 1; thence along the boundary line of said Meadow Brook Condominium Phase 1 the following (6) six courses and distances: (1) South 35°07'11" East 60.00 feet; thence (2) South 63°07'16" East 99.66 feet; thence (3) North 66°31'06" East 51.00 feet; thence (4) South 61°43'00" East 38.00 feet; thence (5) South 17°20'00" East 161.00 feet; thence (6) South 76°26'00" East 144.00 feet to the Southeast Corner of said Meadow Brook Condominium Phase 1, said corner also being a corner on the boundary line of Century Village Subdivision Unit One; thence along said Century Village Subdivision Unit One the following (2) two courses and distances: (1) South 48°11'41" East 64.60 feet; thence (2) South 03°07'48" East 12.05 feet to the point of beginning.

PARCEL 2:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1, WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT SOUTH 673.18 FEET AND WEST 2898.50 FEET FROM THE OGDEN CITY SURVEY MONUMENT AT 9TH STREET AND WALL AVENUE, SAID POINT ALSO BEING SOUTH 734.98 FEET AND EAST 2013.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE AS FOLLOWS: NORTH 89°05'14" WEST 21.21 FEET; THENCE NORTH 00°29'30" EAST 766.65 FEET TO A FENCE LINE; THENCE NORTH 88°49'10" WEST 161.75 FEET ALONG AN EXISTING FENCE LINE TO THE EAST LINE OF THE RAILROAD RIGHT OF WAY; THENCE NORTH 00°38'56" EAST 164.80 FEET ALONG THE EAST LINE OF SAID RIGHT OF WAY LINE TO A FENCE LINE; THENCE SOUTH 89°37'39" EAST 200.20 FEET ALONG AN EXISTING FENCE LINE AND AN EXTENSION OF SAID FENCE LINE; THENCE NORTH 06°06'03" EAST 289.65 FEET; THENCE SOUTH 69°42'43" EAST 8.65 FEET TO A POINT ON A CURVE ON THE WEST LINE OF CENTURY DRIVE SAID POINT ALSO BEING A POINT ON THE BOUNDARY OF NORTH POINTE VILLAGE SUBDIVISION PHASE 1; THENCE ALONG SAID NORTH POINTE VILLAGE SUBDIVISION PHASE 1 THE FOLLOWING (3) THREE COURSES: SOUTH 54.79 FEET TO THE RIGHT ALONG CENTURY DRIVE AND SAID CURVE (R=525.00', T=27.42', CH=54.77', CHB=S 03°28'54" WEST); THENCE SOUTH 00°29'30" WEST 225.28 FEET ALONG CENTURY DRIVE; THENCE NORTH 89°15'04" EAST 8.00 FEET ALONG CENTURY DRIVE; THENCE SOUTH 00°29'30" WEST 612.70 FEET ALONG CENTURY DRIVE; THENCE NORTH 63°58'32" WEST 17.81 FEET; THENCE SOUTH 70°29'08" WEST 30.94 FEET, THENCE SOUTH 02°59'38" WEST 324.20 FEET TO THE POINT OF BEGINNING.

APN(s):12-121-0001;12-096-0019

JN