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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/22/2014 09:26 AM Pg: 1 of 5

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Kirkland & Ellis LLP	\neg
300 North LaSalle Street	1
Chicago, IL 60654	
Attn: Esther Joy King. Esq.	1
1. DEBTOR'S NAME: Provide only one Debtor to de (1a or 1b) (use exact, f	ull name; do not omit,

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Dehlar no see (1a or 1b) (us name will not fit in line 1b, leave all of item 1 blar s, c'eck here			
1a. ORGANIZATION'S NAME THE GENESIS COOPERATIVE CO	ORPORATION		·
16. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(SYINITIAL(S	SUFFIX
1c. MAILING ADDRESS 7011 South Merrill Avenue	Chicago	STATE POSTAL CODE IL 60649	COUNTRY
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here 2a. ORGANIZATION'S NAME	e exact, full r.am a; do not omit, modify, or abbreviate and provide the indivirual Liphtor information in item	any part of the Debtor's name); if any part of the 10 of the Financing Statement Addendum (For	ne Individual Debtor's m UCC1Ad)
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSON/ L N' MF	ADDITIONAL NAME(SYINITIAL(S	SUFFIX
2c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE OF ASSIGN		d Party name (3a or 3b)	
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	CODITIONAL NAME(S)INITIAL(S	SUFFIX
3c. MAILING ADDRESS 29 Fast Madison Street Suite 1700	Chicago	STATE POSTAL CODE	COUNTRY

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

This Financing Statement covers the collateral more practically described on Exhibit A attached hereto and made a part hereof and located on the real estate described on Exhibit B attached hereto and made a part hereof.

Box 400-CTCC

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Bu	yer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: File in the Public Records of Cook County, Illinois	
Internation	al A

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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 The Genesis Cooperative Corporation 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)INITIAL(") THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10. DEBTOR'S NAME: Provide (10a or 10b) only not 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 Det.or's name) and enter the mailing address in line 10c 10a. ORGANIZATION'S NAME 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)INITIAL(S) SUFFIX 10c. MAILING ADDRESS POSTAL CODE COUNTRY 11. ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED FART ("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 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 16. Description of real estate: (if Debtor does not have a record interest): That parcel of real property commonly known as 7011-7021 South Merrill Avenue, Chicago, Illinois 60649 and legally described in Exhibit B as attached hereto and made a part hereof. 17. MISCELLANEOUS:

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EXHIBIT A TO UCC FINANCING STATEMENT

DEBTOR:	THE GENESIS COOPERATIVE CORPORATION, an Illinois not-for-profit corporation
DEBTOR ADDRESS:	7011 South Merrill Avenue, Chicago, Illinois 60649
SECURED PARTY:	CHICAGO COMMUNITY LOAN FUND, a Illinois not-for-profit corporation
SECTIDED DADTY ADDRESS.	
SECURED PARTY ADDRESS:	29 East Madison Street, Suite 1700, Chicago, IL 60602

Reference is hereby made to that certain Construction Loan Mortgage and Security Agreement, Assignments of Leases and Rents, Financing Statement and Fixture Filing dated as of April , 2014, no le by Debtor for the benefit of Secured Party (the "Mortgage").

All Debtor's right, title, interest and estate in and to the "Mortgaged Property", and the other "Personal Property" (as each term is defined below).

The term "Mortgaged Property" s'all nean and include all of the following described property:

- A. Real Estate. The land more particularly described on Exhibit B which is annexed hereto and made a part hereof ("Land") tog, ther with the improvements and other structures now or hereafter situated thereon (such improvements being sometimes called the "Improvements") commonly known as and numbered 7011-7021 South Merrill Avenue, Cook County, Chicago, Illinois, together with all rights, privileges, tenements, hereditaments, appurtenances, easements, including, but not limited to, rights and easements for recess and egress and utility connections, and other rights now or hereafter appurtenant thereto ("Regar Estate");
- B. <u>Fixtures</u>. All real estate fixtures or items which by agreement of the parties may be deemed to be such fixtures, now or hereafter owned by Borrover, or in which Borrower has or hereafter obtains an interest, and now or hereafter located in or upon the Real Estate, or now or hereafter attached to, installed in, or used in connection with any of the Real Estate, including, but not limited to, any and all portable or sectional buildings, bathroom, plumbing, heating, lighting, refrigerating, ventilating and air-conditioning apparatus and equipment, garbage incinerators and receptacles, elevators and elevator machinery, boilers, furnaces, sowes, tanks, motors, sprinkler and fire detection and extinguishing systems, doorbell and alary, systems, window shades, screens, awnings, screen doors, storm and other detachable windows and doors, mantels, partitions, built-in cases, counters and other fixtures whether or not included in the foregoing enumeration ("Fixtures");
- C. Additional Appurtenances. All bridges, easements, rights of way, licenses, privileges, hereditaments, permits and appurtenances hereafter belonging to or ensuring to the benefit of the Real Estate and all right, title and interest of Borrower in and to the land lying within any street or roadway adjoining any of the Real Estate and all right, title and interest of Borrower in and to any vacated or hereafter vacated streets or roads adjoining any of the Real Estate and any and all reversionary or remainder rights ("Additional Appurtenances");

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- D. Awards. All of the right, title and interest of Borrower in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of any of the Real Estate or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, including, without limitation, any award or awards, or settlements or payments, or other compensation hereafter made resulting from (x) condemnation proceedings or the taking of the Real Estate, or the Land, or the Improvements, or the Fixtures, or the Additional Appurtenances, or the Leases or the Personal Property, or any part thereof, under the power of eminent domain, or (y) the alteration of grade or the location or discontinuance of any street adjoining the Land or any portion thereof, or (z) any other injury to or decrease in value of the Mortgaged Property ("Awards");
- E. Leases All leases now or hereafter entered into of the Real Estate, or any portion thereof, and all rente, iscues, profits, revenues, earnings and royalties therefrom, and all right, title and interest of Borroy/er thereunder, including, without limitation, cash, letters of credit, or securities deposited thereunder to secure performance by the tenants or occupants of their obligations thereunder, whether such cash, letters of credit, or securities are to be held until the expiration of the terms of such leases or occupancy agreements or applied to one or more of the installments of rent coming due prior to the expiration of such terms including, without limitation, the right to receive and collecting rents thereunder ("Leases"); and
- Personal Property. All tangible and intangible personal property now owned or at any time hereafter acquired by Borrower of every nature and description, and whether or not used in any way in connection with the Real Estate, the Fixtures, the Additional Appurtenances, or any other portion of the Mortgaged Property, including, without limitation express or implied upon the generality of the foregoing, all Equipment, Goods, Inventory, Fixtures, Accounts, Instruments, Documents and General Intangibles (as each such capitalized term is defined in the Uniform Commercial Code in effect in the state where the Real Estate is situated) and further including, without any such limitation, the following whether or not included in the foregoing: materials; supplies; furnishings; chattel paper; money; bank accounts, security deposits; utility deposits; any insurance or tax reserves deposited with the Lender; any cash collateral deposited with the Lender; claims to rebates, refunds or abatements of real estate taxe or any other taxes; contract rights (including, without limitation, any contract right to indemnify in favor of the Borrower); plans and specifications; licenses, permits, approvals and other rights, the rights of Borrower under contracts with respect to the Real Estate or any other portion of the Mortgaged Property, the rights of Borrower under any condominium declaration or other condominium agreement with respect to the Mortgaged Property, or the Project; signs, brochures, advertising, the name by which the Mortgaged Property is known and any variation of the words thereof, and good will; copyrights, service marks, and all goodwill associates therewith; and trademarks; all proceeds paid for any damage or loss to all or any portion of the Real Estate, the Fixtures, the Additional Appurtenances, any other Personal Property or any other portion of the Mortgaged Property ("Insurance Proceeds"); all Awards; all Leases; all books and records; and all proceeds, products, additions, accessions, substitutions and replacements to any one or more of the foregoing (collectively, the "Personal Property").

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EXHIBIT B TO UCC FINANCING STATEMENT

Legal Description

LOTS 3, 4 AND 5 IN E. L. SOMMER'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 4 IN COMMISSIONER'S PARTITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 4-002-000 OF COOK COUNTY Clerk's Office

PINs 20-24 124-002-0000 and 20-2 -- - 2 -- 003-0000