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Doc#: 1604822029 Fee: \$46.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/17/2016 09:42 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)

Urban Partnership Bank
7936 South Cottage Grove Avenue
Chicago, Illinois 60619
Attn: Post Closing-Operations Center

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
Urban Place LLC - Series 1

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
858 West Armitage Avenue #172 Chicago IL 60614 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
Urban Partnership Bank

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7936 South Cottage Grove Avenue Chicago IL 60619 USA

4. COLLATERAL: This financing statement covers the following collateral:
All business assets, including inventory, equipment, leasehold improvements, accounts, fixtures and other property located at 4042 South Calumet Avenue, Chicago, Illinois 60653, as more fully described in Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

CCRD REVIEWER A

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: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

C77-PRN 9321

5

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UCC Financing Statement Continuation Sheet
Debtor: Urban Place LLC – Series 1
Secured Party: Urban Partnership Bank

EXHIBIT A

DESCRIPTION OF REAL PROPERTY TO WHICH COLLATERAL RELATES

THE PREMISES REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF REAL ESTATE

THE SOUTH 10 FEET OF LOT 111, ALL OF LOT 112 AND LOT 113 (EXCEPT THE SOUTH 5 FEET THEREOF) IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE BOULEVARD), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

20-03-110-024-0000

PROPERTY ADDRESS:

4042 South Calumet Avenue
Chicago, Illinois 60653

Property of Cook County Clerk's Office

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UCC Financing Statement Continuation Sheet
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Secured Party: Urban Partnership Bank

EXHIBIT B

DESCRIPTION OF COLLATERAL

This financing statement covers the following types or items of property:

1. The real estate located in the County of Cook, State of Illinois and legally described in Exhibit A (the “**Real Estate**”);
2. All improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Debtor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Debtor or on its behalf (the “**Improvements**”);
3. All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Debtor of, in and to the same;
4. All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Illinois (the “**Code**”) in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Debtor thereon;
5. All interest of the Debtor in all leases now or hereafter on the Premises, whether written or oral (each, a “**Lease**”, and collectively, the “**Leases**”), together with all security therefor and all monies payable thereunder;

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6. All fixtures, inventory, equipment and other articles of personal property now or hereafter owned by the Debtor, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Debtor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness;
7. All of the Debtor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Debtor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Debtor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Debtor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;
8. All of the Debtor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Debtor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Debtor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Debtor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Debtor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services

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including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Debtor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Debtor with respect to the Premises; and

9. All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage Note with respect to any property described therein that is real property or that the parties have agreed to treat as real property. Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by such Mortgage Note or the priority of Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in such Mortgage Note must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government and any agencies thereof, be filed in the office wherein this financing statement is filed. Debtor and Secured Party acknowledge and agree that neither the foregoing grant of a security interest nor the filing of this financing statement shall be construed as in any way derogating the parties' hereby stated intention that everything used in connection with the production of income from the Land or adapted for use therein or that is described or reflected in this UCC Financing Statement is and at all times shall be regarded for all purposes as part of the Land and shall, to the fullest extent allowed by law, be treated as real property.