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EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/30/2019 04:17 PM PG: 1 OF 7

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Theresa Risenhoover (512) 717-8575
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Theresa Risenhoover PSL Austin Lending LLC 100 Congress Avenue Suite 1550 Austin, Texas 78701

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 <b>LHE MOUNT PROSPECT, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 4683 Chabot Drive Suite 220		CITY Pleasanton	STATE CA	POSTAL CODE 94588
			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 <b>PSL Austin Lending LLC</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 100 Congress Avenue, Suite 1550		CITY Austin	STATE TX	POSTAL CODE 78701
			COUNTRY USA	

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

All assets of Debtor, whether now owned or hereafter acquired, including without limitation, those described on the attached Schedule 1 which is made a part hereof and relates to the real property located in Cook County, Illinois, that is more particularly described on the attached Exhibit 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Real Property Records of Cook County, Illinois

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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

24 Mount Prospect GP, 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:

17. MISCELLANEOUS:

Real Property Records of Cook County, Illinois

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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## SCHEDULE I TO UCC-1 FINANCING STATEMENT

### Schedule of Collateral

This *UCC-1 Financing Statement* (this “**Financing Statement**”) is filed pursuant to that certain *Mortgage, Assignment of Rents, Security Agreement and Fixture Filing* (the “**Mortgage**”) executed by Debtor for the benefit of Secured Party, and pursuant to that certain *Construction Loan Agreement* (the “**Loan Agreement**”) between Debtor, as the borrower, and Secured Party, as the lender. All terms not defined herein shall have the meaning ascribed to such terms in the Mortgage or Loan Agreement, as applicable. This Financing Statement covers all of Debtor's assets, including, but not limited to, the following types of collateral and proceeds thereof (“**Collateral**”) described in this Schedule of Collateral as the same relate to the land (the “**Land**”) described in the attached Exhibit A attached hereto and incorporated herein by reference for all purposes, and any and all improvements (“**Improvements**”) thereon or thereto (collectively, the “**Property**”):

A. Construction Contracts: The General Contract together with any and all contracts, subcontracts, and agreements, written or oral, between Grantor and any other party, and between parties other than Debtor, in any way relating to the construction of the Improvements on the Land or the supplying of material (specially fabricated or otherwise), labor, supplies, or other services therefor, and all amendments and supplements thereto.

B. Contracts: All of the right, title, and interest of Debtor, including equitable rights, in, to, and under any and all (i) contracts for the purchase of all or any portion of the Property, whether such contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposit escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements for water, wastewater, and other utility services whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, including without limitation, any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority required: (a) to evidence compliance by Debtor and all improvements constructed or to be constructed on the Property with all Legal Requirements applicable to the Property, and (b) to develop and/or operate the Property as a commercial and/or residential project, as the case may be; (iii) any and all right, title, and interest Debtor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Property by future purchasers; and (iv) all other contracts which in any way relate to the construction, development, use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Property (save and except any and all Leases), including but not limited to maintenance and service contracts and management agreements.

C. Equipment: The equipment, furniture, furnishings, and machinery owned by Debtor that is located on the Land.

D. Fixtures: All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to (temporarily or permanently) any

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of the Improvements or the Land, which are now owned or hereafter acquired by Debtor, including but not limited to any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including but not limited to, stairway, elevator, escalator, and conveyor), incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, appurtenances and equipment, disposals, dishwashers, refrigerators, ranges, recreational equipment and facilities of all kinds, cables, telephone and communication systems, and lighting, traffic control, waste disposal, raw and potable water, gas, electrical, storm, and sanitary sewer facilities, cable television facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

E. Leases: Any and all leases, master leases, subleases, licenses, concessions, or other agreements (written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, together with all security and other deposits or payments related thereto, and all other rights and benefits arising from the Leases except the Rents.

F. Minerals: All substances in, on, under, or above the Land which are now, or may become in the future, intrinsically valuable (that is, valuable in themselves) and which now or may be in the future enjoyed through extraction or removal from the property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores, in place in the Land or upon extraction or removal from the Land.

G. Other Payments: All of the royalties, bonuses, revenues, income, issues, proceeds, profits and receivables, security and other types of deposits, and other benefits paid, payable to or otherwise inuring to the benefit of Debtor pursuant to or in connection with any Leases or otherwise from the use, license or operation of the Property, and all identifiable proceeds thereof, but excluding therefrom any and all Rents.

H. Personalty: All of the right, title, and interest of Debtor in and to (i) furniture, furnishings, equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and as-extracted collateral); (ii) general intangibles, money, insurance proceeds, accounts, contract and subcontract rights, trademarks, trade names, copyrights, chattel paper, instruments, investment property, letter of credit rights, and inventory; (iii) all cash funds, fees (whether refundable, returnable or reimbursable), deposit accounts or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures, Contracts, Construction Contracts, or Personalty, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; and (iv) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 – Secured Transactions); any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof.

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I. Plans: The final plans, working drawings, and specifications for the development of the Land and construction of the Improvements, prepared by Grantor, the Architect, the Engineer or the Design Professional and approved by Beneficiary as required in the Loan Agreement, by all applicable Governmental Authorities, by any party to a purchase or Construction Contract with a right of approval, all amendments and modifications thereof approved in writing by the same, and all other design, engineering or architectural work, contracts, test reports, surveys, shop drawings, and related items.

J. Rents: All rents from all or any portion of the Property, including without limitation, any royalties, issues, bonus monies, revenues, income, proceeds, profits, security and other types of deposits, impounds, reserves, tax refunds, termination payments, cancellation payments, option payments, service reimbursements, prepaid rents, damages payable upon a default under any Lease, concession fees, lease termination payments, and other rights to revenues and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Property.

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## EXHIBIT A TO UCC-1 FINANCING STATEMENT

### The Land

#### PARCEL 1:

THAT PART PART OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12 CHAINS SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST QUARTER OF SAID SECTION 14; THENCE WEST 11.5 CHAINS; THENCE SOUTH 2.15 CHAINS; THENCE WEST 8.50 CHAINS TO THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE SOUTH 5.66 CHAINS TO THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER THENCE EAST 20 CHAINS TO THE SOUTH EAST CORNER OF SAID SECTION 14; THENCE NORTH 8.0 CHAINS TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER 385.20 FEET; THENCE EAST 552.28 FEET TO A POINT 355.38 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14; THENCE SOUTH 355.38 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 14 WHICH IS 582.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING AND EXCEPT THEREFROM THE EAST 210 FEET OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID AND EXCEPT THEREFROM THAT PART OF THE EAST 50 OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID WHICH LINE NORTH OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID, AND SOUTH OF THE NORTH LINE OF THE HEREIN ABOVE DESCRIBED TRACT OF LAND), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2, EXCEPT THE EAST 200.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTH 145.00 FEET (MEASURED ALONG THE EAST LINE THEREOF) IN KENROY'S HUNTINGTON BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 AND 2 OF THE LAND ARE ALSO KNOWN AS LOT 2 IN KENROY'S ELMHURST DEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DATED APRIL 19, 1973 AND RECORDED MAY 18, 1973 AS DOCUMENT 22327173, AS AMENDED BY LETTER OF CORRECTION RECORDED NOVEMBER 9, 1989 AS DOCUMENT 89536360.



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**PARCEL 3:**

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 33425, DATED APRIL 19, 1973 AND RECORDED MAY 22, 1973 AS DOCUMENT 22334719 AND AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492620.

**PARCEL 4:**

PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM TRUSTEES OF SCHOOLS OF TOWNSHIP 41 NORTH, RANGE 11 EAST TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492619.

**PARCEL 5:**

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492621.

**PARCEL 6:**

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM MOUNT PROSPECT STATE BANK, TRUST NUMBER 270 AND KENROY INCORPORATED DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492617.

**PARCEL 7:**

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM HUNTINGTON COMMONS ASSOCIATION, NON-PROFIT CORPORATION OF ILLINOIS TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, A CORPORATION OF DELAWARE, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492618 AND AMENDED BY AMENDMENT RECORDED SEPTEMBER 28, 1973 AS DOCUMENT NUMBER 22492853.