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UCC FINANCING STATEMENT 3/7 FOLLOW INSTRUCTIONS		RHSP FEE:\$9.				
A. NAME & PHONE OF CONTACT AT FILER (optional)		KAREN A. YAR			,	
B. E-MAIL CONTACT AT FILER (optional)		COOK COUNTY DATE: 03/15/		PM PG: 1 OF	6	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Barrett J. Schulz, Esq. Ginsberg Jacobs LLC 300 S. Wacker Prive, Suite 2750 Chicago, IL 30603		. هما المنظم			_	
41054809-011 (30F3) (Accom)				R FILING OFFICE US		
DEBTOR'S NAME: Provide on', one Debtor name (1a or 1b) (use exact, full name will not fit in line 1b, leave all of iten , b) ink, check here and provide to the control of the contro	name; do not omit, me the Individual Debtor	odify, or abbreviate any pa information in item 10 of t	art of the Debtor' he Financing Sta	s name); if any part of th tement Addendum (Forn	e Individual Debtor's n UCC1Ad)	
18. ORGANIZATION'S NAME IRVING PARK PROPERTY HOLDINGS,	LLC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S) SUFFIX	
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exces, finance will not fit in line 2b, leave all of item 2 blank, check here and provide	hame; do not omit, m	odify, or abbreviate any painformation in item 10 of t	art of the Debtor he Financing Sta	s name); if any part of thatement Addendum (For	e Individual Debtor's n UCC1Ad)	
2a. ORGANIZATION'S NAME	70					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
2c. MAILING ADDRESS	CITY	Dx,	STATE	POSTAL CODE	COUNTRY	
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED SA. ORGANIZATION'S NAME GENEVA CAPITAL GROUP, INC.	JRED PARTY): Provi	de only <u>vine</u> Secured Party	y name (3a or 3b			
OR 35, INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S) SUFFIX	
3c. MAILING ADDRESS 240 E. Willow Ave.	Wheaton		STATE	60187	USA	
4. COLLATERAL: This financing statement covers the following collateral: GOODS OR PROPERTY WHICH ARE OR ARE TO EXHIBIT A, ATTACHED HERETO AND INCORPORTED AND	BECOME FI	IXTURES, AS M REIN BY THIS F	IORE FUL REFEREN	LY DESCRIBE	D ON	
5. Check only if applicable and check only one box: Collateral isneld in a Trust	I (see UCC1Ad, item 1	7 and Instructions)	being administe	red by a Decedent's Per	sonal Representative	
6a. Check only if applicable and check only one box:			6b. Check <u>only</u> i	if applicable and check g	nly one box:	
Public-Finance Transaction Manufactured-Home Transaction	A Debtor is a	Transmitting Utility	Agricul		JCC Filing	
	Consignee/Consigno	r Seller/Buye	r 🔲 Ba	ilee/Bailor L	icensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: COOK COUNTY-IL - (fixture filing)						

International Association of Commercial Administrators (IACA)

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UCC FINANCING STATEMENT ADDENDUM

OLLOW INSTRUCTIONS				
. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if I because Individual Debtor name did not fit, check here	line 1b was left blank			
9a. ORGANIZATION'S NAME	·			
IRVING PARK PROPERTY HOLDINGS,	LLC			
9b. INDIVIDUAL'S SURNAME				
A				
FIRST PERSONAL '. ME				
ADDITIONAL NAME(S)/INI (AL) S)	SUFFIX			
		THE ABOVE SP	ACE IS FOR FILING	G OFFICE USE ONLY
D. DEBTOR'S NAME: Provide (10a or 10t.) only one additional Debtor name or	Debtor name that did not fit in line			
do not omit, modify, or abbreviate any part of the finisher's name) and enter the manner of the finisher of th	ailing address in line 10c	<u> </u>	<u>.</u>	
10a. ORGANIZATION'S NAME				
R 10b. INDIVIDUAL'S SURNAME				
100. MUNICIPAL 3 SUMMANIE				
INDIVIDUAL'S FIRST PERSONAL NAME	1110	••		
U _C			<u></u>	SUFFIX
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	4			SOFFIX
c. MAILING ADDRESS	Гсіту	ST	TATE POSTAL COD	DE COUNTRY
11b. INDIVIDUAL'S SURNAME : MAILING ADDRESS	FIRST PERSONAL NAME		ODITIONAL NAME(S)/	
	<u> </u>	CV _A	<u>, , </u>	
2. ADDITIONAL SPACE FOR ITEM 4 (Collateral):		1	1	
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	14. This FINANCING STATEME	NT:	Offi	20
REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEME		racted collateral	is filed as a fixture filing
REAL ESTATE RECORDS (if applicable)			racted collateral	is filed as a fixture filing
REAL ESTATE RECORDS (if applicable) Name and address of a RECORD OWNER of real estate described in item 16	covers timber to be cut	covers as-ext	racted collateral	is filed as a fixture filing
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5. Name and address of a RECORD OWNER of real estate described in item 16	covers timber to be cut	covers as-ext	racted collateral	is filed as a fixture filing
REAL ESTATE RECORDS (if applicable) 5. Name and address of a RECORD OWNER of real estate described in item 16	covers timber to be cut	covers as-ext	racted collateral	is filed as a fixture filing
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EXHIBIT A TO UCC FINANCING STATEMENT

Debtors:

IRVING PARK PROPERTY HOLDINGS, LLC, an Illinois limited liability

company

Secured Party:

Geneva Capital Group, Inc., an Illinois corporation

THE LAND located in Cook County, Illinois which is legally described on **Exhibit B** attached hereto and made a part hereof (the "Land");

TOGETHED WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of the Borrower now or hereafter acquired in and to any of the foregoing (inc "Improvements");

TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sower rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditarrents, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by the Borrower, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "Appurtenant Rights");

TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by the Borrower and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the "Fixtures"); it being agreed that all of said property owned by the Borrower and

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placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage;

TOGETHER WITH the following:

All personal property of every nature whatsoever now or hereafter owned by the Borrower or used in connection with the Land or the Improvements thereon, including all extensions, additions, Improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of the Borrower in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by the Borrower or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tot. Claims and General Intangibles (each as defined in the Uniform Commercial Code of the State of Planois) of Borrower located on the Land or in the Improvements which are now or in the future owned by Borrower and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

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 Land or Improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or Improvements thereon or proceeds of any sale, option or contact to sell the Land or Improvements thereon or any portion thereof;

Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), replacements and substitutions of all of the foregoing; and

All of the books and records pertaining to the foregoing (all of the foregoing being referred to as the "Personal Property");

TOGETHER WITH all right, title and interest which the Borrower he eafter may acquire in and to all leases and other agreements now or hereafter entered into for the occuparicy or use of the Land, the Appurtenant Rights, the Improvements, the Fixtures and the Personal Property (herein collectively referred to as the "Premises") or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), and all rents, issues, incomes and profits in any manner arising thereunder (herein collectively referred to as the "Rents"), and all right, title and interest which the Borrower now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to the Borrower any statutory rights;

TOGETHER WITH any and all Awards and Insurance Proceeds, as each are hereinafter respectively defined, or proceeds of any sale, option or contract to sell the Premises or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and the Borrower hereby authorizes,

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directs and empowers the Lender, at its option, on the Borrower's behalf, or on behalf of the successors or assigns of the Borrower, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the Net Proceeds, as hereinafter defined, to the extent not utilized for the Restoration of the Mortgaged Property as provided in Mortgage (defined below) hereof, to payment of the Debt, notwithstanding the fact that the same may not then be due and payable or that the Debt is otherwise adequately secured; and the Borrower agrees to execute and deliver from time to time such further instruments as may be requested by the Lender to confirm such assignment to the Lender of any such proceeds; and

TOGUTHER WITH all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Borrower now has or hereafter may acquire of, in and to the Premises, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by derivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by the Borrower or by anyone on behalf of the Borrower to the Lender;

All of the above being collectively referred to herein as the "Mortgaged Property".

Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated on or around the time of this filing and made by Debtor to and in favor of Secured Party, that encumbers the Land (the "Mortgage").

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EXHIBIT B TO UCC FINANCING STATEMENT

Debtor:

FULLERTON PROPERTY HOLDINGS, LLC, an Illinois limited liability

company

Secured Party:

Geneva Capital Group, Inc., an Illinois corporation

Legal Description

LOTS 39 AND 40 11 CRAYLAND PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAS? 14 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4925-27 W. Irving Park Road, Chicago, IL 60641

J. 202-012

OOF COUNTY CIENT'S OFFICE PERMANENT INDEX NUMBERS: 13-21-202-012-0000 and 13-21-202-013-0000