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BY: KK
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

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)
Residential Capital Partners Secured Loan Fund XIV, LLC 3838 Oak Lawn Avenue, Suite 1500 Dallas, Texas 75219 Attention: Loan Administrator

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 KC Capital, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX	
OR 1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 2213 W Charleston St Apt 1R	CITY Chicago	STATE IL	POSTAL CODE 60647-3483	COUNTRY

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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX	
OR 2b. INDIVIDUAL'S SURNAME				
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 Residential Capital Partners Secured Loan Fund XIV, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX	
OR 3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 3838 Oak Lawn Avenue, Suite 1500	CITY Dallas	STATE TX	POSTAL CODE 75219	COUNTRY USA

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

SEE ATTACHED DESCRIPTION OF COLLATERAL

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 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/lessor Consignor/Consignor Seller/Buyer Bailor/Bailor Licensor/Licensee

8. OPTIONAL FILER REFERENCE DATA:

State of Illinois

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KC Capital, LLC, a(n) Illinois limited liability company

ATTACHMENT TO FINANCING STATEMENT

This Financing Statement covers the following types (or items) of property and interests located on, related to or used in connection with the real property described in Exhibit A (the "Land") or with any buildings, structures or other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements") (collectively, the "Collateral"): (a) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "Fixtures"), (b) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Land, Improvements and Personalty (as hereinafter defined), including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, 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 (the "Personalty"), (c) all reserves, escrows or impounds required under the Loan Agreement executed by Debtor and Secured Party or that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as such has been or may hereafter be amended, supplemented, modified, renewed, extended and/or restated from time to time, the "Mortgage") executed by Debtor (including, without limitation, the reserve accounts described in Section 3.14 of the Mortgage (together with all cash and instruments held therein, and all interest and other property receivable in respect thereof)), more particularly described therein, and all deposit accounts maintained by Debtor with respect to the Land, Improvements and Personalty, (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (e) all leases, ground leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Land, Improvements, and Personalty, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 et seq., as same may be amended from time to time (the "Bankruptcy Code")) and all related security and other deposits (the "Leases") and all of Debtor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, (f) all of the rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land, Improvements and Personalty whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Rents"), (g) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, property management agreements, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating

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to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land, Improvements and Personality (the "Property Agreements"), (h) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof, (i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (j) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor, (k) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land, Improvements, and Personality, (l) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Land, Improvements and Personality, (m) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personality, and (n) any deposits, pledged funds or collateral accounts held by Secured Party on behalf of Debtor. The proceeds, whether tangible or intangible, of any of the foregoing, including, without limitation, all Accounts, Chattel Paper, Deposit Accounts, Documents, General Intangibles, Instruments, money, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and the Proceeds thereof. The definition of "Collateral" is specifically intended to assign to Secured Party, as collateral for the Loan, all of Debtor's right, title and interest as a declarant or a developer under any and all declarations of covenants, conditions or restrictions, condominium regimes, development agreements or similar agreements affecting the Land or the Improvements.

PRODUCTS OF COLLATERAL ARE ALSO COVERED.

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EXHIBIT "A"

LOT 17 IN BLOCK 15 IN LLOYD'S DEEPRIVER SUBDIVISION, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 22, PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE
COUNTY, INDIANA.

Property of Lake County Recorder