* · · · · · · · · · · · · · · · · · · ·			- Age		
The second secon			LAME OF GREAT		
UCC FINANCING STATEMENT			FILED FOR		
FOLLOW INSTRUCTIONS (front and back) CAREFULLY	2005 0 00067		2005 .4411.7	14 9:57	
A. NAME & PHONE OF CONTACT AT FILER (optional)	2000 90007		3		
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			WOW F	SOCIMIN.	
ELD CT LINITED DANK	. 7		***		
FIRST UNITED BANK					
700 EXCHANGE STREET	ı				
CRETE, ILLINOIS 60417					
Lace onersise attachmen	the above	E SPACE IS F	OR FILING OFFICE	USE ONLY	
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1aor 1)					
1a. ORGANIZATION'S NAME					
OR 15. INDIVIDUAL'SLASTNAME	FIRST NAME MIDDLE NAME		NAME	SUFFIX	
BOOMSMA	BRUCE				
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	U.S.	
1643 33RD AVE.	MUNSTER	IN	46321		
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, II #I	NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME insert only one (2a. ORGANIZATION'S NAME	debtor name (2a or 2b) - do not abbreviate or com	bine names			
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS	СПУ	STATE	POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION	21. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if an	у	
DEBTOR				NONE	
 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/F ORGANIZATION'S NAME 					
FIRST UNITED BANK	#				
OR 36. INDIVIDUAL'S LAST NAME	FIRST NAME	MIOOLE !	NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
700 EXCHANGE STREET	CRETE	IL	60417	U.S.	

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT A FOR COLLATERAL DESCRIPTION

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER AG. LIEN	NON-UCC FILING
This FINANCING STATEMENT is to be filed [for record] (or recorded ESTATE RECORDS. Attach Addendum	in the REAL 7. Check to REQUEST SEARCH REPO	ORT(S) on Debtor(s) Contornal All Debtors	Debtor 1 Debtor 2
8 OPTIONAL EILER REFERENCE DATA			

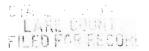
•		TARE CHAIL				
UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT 9a. ORGANIZATION'S NAME			7 2005 JM 27 64 9: 57			
10. MISCELLANEOUS:	·			Le con SIL ING OFFICE	LISE ON V	
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one	name (11a or 11b) - do not abbrev			IS FOR FILING OFFICE	USEONLY	
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME			NAME	SUFFIX	
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR	11f. JURISDICTION OF ORGAN	IZATION		SANIZATIONAL ID #, if any	NONE	
12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S 12a. ORGANIZATION'S NAME	S NAME - insert only one name (12a or 12b)				
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE	IAME	SUFFIX	
12c. MAILING ADDRESS	СПУ		STATE	POSTAL CODE	COUNTRY	
13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing. 14. Description of real estate: SEE ATTACHED EXHIBIT B FOR REAL ESTATE DESCRIPTION	16. Additional collateral descript	ion: 6				
Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): FLAGSTONE, LLC						
3500 UNION AVE.	17. Check only if applicable and conditions and conditions or Trust or Trust 18. Check only if applicable and conditions are TRANSMITTING UT Filed in connection with a Man Filed in connection with a Publicable.	neck <u>only</u> one box. TILITY ufactured-Home Tran	saction		edent's Estate	

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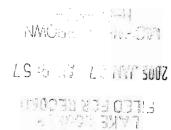
2005 000067

EXHIBIT "A" TO UCC FINANCING STATEMENT FLAGSTONE, LLC, DEBTOR FIRST UNITED BANK, SECURED PARTY DESCRIPTION OF COLLATERAL

- All apparatus, machinery, devices, fixtures, communication devices, systems and i. equipment, fittings, appurtenances, equipment, appliances, furniture, furnishings, appointments, accessories, landscaping, plants and all other items of personal property now or hereafter acquired by Debtor, or in which Debtor may now or hereafter have any interest whatsoever, and used in the operation or maintenance of the Premises legally described on Exhibit "B" attached hereto (the "Premises") or any business or operations conducted thereon. All fixtures and equipment now or hereafter installed for use in the operation of the buildings, structures and improvements now or hereafter on the Premises including but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing sprinkling, incineration, refrigerating, air cooling, lifting, fire extinguishing, cleaning, entertaining, security, communication and electrical and power systems, and the machinery, appliances, fixtures and equipment pertaining thereto, all awnings, ovens, stoves, refrigerators, dishwashers, disposals, carpeting, switchboards, engines, motors, tanks, pumps, screens, storm doors and windows, shades, floor coverings, ranges, washers, dryers, disposals, cabinets, partitions, conduits, ducts and compressors, and all fixtures and equipment pertaining thereto, other than any such items that are owned by tenants of all or any portion of the Premises.
- ii. Any and all rents, revenues, royalties, receivables, profits, issues, income and accounts now owned or hereafter acquired by Debtor (including, without limitation, proceeds of insurance and/or any and all condemnation award or awards received by virtue of the exercise of the right of eminent domain) and arising from or out of the Premises and the businesses and operation conducted therein.
- iii. All goods, merchandise, and other personal property now owned or hereafter acquired by Debtor that are held for sale or lease as inventory or otherwise.
- iv. Any and all goods, tangible and intangible, personal property of any kind, nature or description (including without limitation, any and all accounts, contract rights, franchises, licenses, permits, documents, instruments and general intangibles) of Debtor, whether now owned or hereafter acquired, or in which Debtor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditionals sales contract, or other title retention document or otherwise), and any and all replacements and substitutions thereof or therefor, arising from or out of the Premises.



- v. Any and all causes of action, claims, compensation, judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking, by casualty or otherwise), and any and all replacements and substitutions thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.
- vi. Any and all monies now or hereafter on deposit with or for the benefit of Secured Party, including but not limited to deposits for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance for or with respect to the Premises.
- vii. Any and all goodwill, option rights, books and records, and general intangibles of Debtor relating to the Premises, and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made relating to the Premises, including, without limitation, any and all tax refunds and refunds of any other monies paid by or on behalf of Debtor relating to the Premises.
- viii. Any and all rights of Debtor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on or in connection with the Premises.
- ix. Any and all right of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises, to the extent such contracts may be assignable.
- x. All construction contracts, architecture and engineering agreements, permits, licenses, drawings, plans, specifications, and any and all other agreements, rights, and materials related to the construction of the Premises.
- xi. Any and all additions and accessories to all of the foregoing and any and all proceeds, renewals, replacements and substitutions of all the foregoing.



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EXHIBIT B

Parcel 1: The Southeast 1/4 of the Southeast 1/4 of Section 23, Township 34 North, Range 8 West of the 2nd Principal Meridian, In Lake County, Indiana, lying North of the North right of way line of US Highway No. 231.

Parcel 2: That part of the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, lying North of the North right of way line of the Philadelphia, Baltimore and Washington Railroad Company.

Parcel 3: The Philadelphia, Baltimore and Washington Railroad Company right of way lying within the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, being the same right of way described in Deed Record Z page 50 recorded June 20, 1864.

Key No. 03 07 002 0000 5 Key No. 03 07 002 0000 4 Key No. 03 07 001 9001 5 2005

Address:

Approximately 38.51 acres of vacant land in Crown Point, IN

Fubloans/Phil20/UCCExA