

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2005 000096

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 FEB -4 AM 10:52

MICHAEL A BROWN  
RECORDER

A. NAME & PHONE OF CONTACT AT FILER (optional)

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST UNITED BANK  
700 EXCHANGE STREET  
CRETE, ILLINOIS 60417

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME BOOMSMA		FIRST NAME BRUCE	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1643 33RD AVE.		CITY MUNSTER	STATE IN	POSTAL CODE 46321
1d. SEE INSTRUCTIONS 305-62-4065	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FIRST UNITED BANK				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 700 EXCHANGE STREET		CITY CRETE	STATE IL	POSTAL CODE 60417

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
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)		All Debtors			
8. OPTIONAL FILER REFERENCE DATA		Debtor 1	Debtor 2			

STATE OF ILLINOIS DEPARTMENT OF REVENUE  
 LAKE COUNTY  
 FILED FOR RECORD

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MICHAEL A. BROWN MICHAEL A. BROWN

**UCC FINANCING STATEMENT ADDENDUM**

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**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	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 description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

BAY BRIDGE, LLC  
 3500 UNION AVE.  
 STEGER, IL 60475

17. Check only if applicable and check only one box.  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

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

- i. All apparatus, machinery, devices, fixtures, communication devices, systems and 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.

EXHIBIT "B"

PARCEL 1:

The North Half of the Northwest Quarter and the Northwest Quarter of the Northwest quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom that part described as follows: Beginning at the Northwest corner of said Section 1; thence East, along the North line of said Section 1, a distance of 60.63 feet to the Southeast corner of Section 35, Township 34 North, Range 9 West of the 2nd Principal Meridian; thence South along a line parallel to the West line of said Section 1, a distance of 300 feet, more or less, to a point on the Northerly shoreline of Lake Dalecarlia; thence Northwesterly along said Northerly shoreline, a distance of 110 feet, more or less, to a point on the West line of said Section; thence North along the aforesaid West line, a distance of 210 feet, more or less, to the place of beginning.

AND

The South Half of the Northwest Quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom the following 4 parcels:

(a) Part of the Northwest Quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian, being the North 150.00 feet of the South 325.00 feet of that part of said Northwest Quarter lying West of Lake Dalecarlia, in Lake County, Indiana.

(b) Part of the Northwest Quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian, being the North 150.00 feet of the South 625 feet of that part of said Northwest Quarter, lying West of Lake Dalecarlia, in Lake County, Indiana.

(c) Part of the Northeast Quarter of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, and part of the Northwest Quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the East line of said Section 2, and 615 feet North of the Southeast corner thereof; thence West at right angles, a distance of 10 feet; thence Northwesterly along a curve to the right with a radius of 173.29 feet, a distance of 114.93 feet; thence continuing Northwesterly tangential to the aforesaid curve, a distance of 25.07 feet; thence Northeasterly with an interior angle of 110 degrees 44 minutes 45 seconds, a distance of 191 feet, more or less, to the Southerly shore of Lake Dalecarlia; thence Southeasterly along the Southerly Shore of Lake Dalecarlia, a distance of 137 feet to a point 50 feet Southeasterly of the West line of the Northwest Quarter of Section 1, Township 33 North, Range 9 West of the 2nd Principal Meridian; thence Southwesterly to a point on the West line of the Northwest Quarter of said Section 1, said point being 625 feet North of the Southwest corner thereof; thence South 10 feet to the place of beginning, in Lake County, Indiana.

(d) Sherwood South, as per plat thereof, recorded in Plat Book 38 page 93, in Lake County, Indiana.

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