

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2005 000097

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

2005 FEB -4 AM 10:

MICHAEL A. BROWN

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST UNITED BANK
700 EXCHANGE STREET
CRETE, ILLINOIS 60417

See onsize attachments

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 PHILLIPPE		FIRST NAME DEWEY	MIDDLE NAME ROBERT	SUFFIX
1c. MAILING ADDRESS 23661 PLEASANT		CITY CRETE	STATE IL	POSTAL CODE 60417	COUNTRY U.S.
1d. <u>SEE INSTRUCTIONS</u> 356-68-6542	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	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	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	COUNTRY 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
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) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2

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2005 FEB -4 AM 10:53

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REG. CLERK

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. <u>SEE INSTRUCTIONS</u>	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

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

16. Additional collateral description:

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

2005 000097

2005 FEB -4 AM 10:53

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.

WILSON & BROWN

2005 FEB - 4 AM 10:54

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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.

2005 FEB - 4 AM 10 54

2005 000097

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PARCEL 2:

A part of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom the following described six parcels:

1: Part of the Southwest Quarter of Section 35, Township 34 North, Range 9 West of the 2nd Principal Meridian, and part of the Northeast Quarter of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of said Southeast Quarter of Section 35 and 675 feet West of the Southeast corner thereof; thence North parallel to the East line of said Southeast Quarter of Section 35, a distance of 250 feet; thence West parallel to the South line of said Southeast Quarter of Section 35, a distance of 106.76 feet; thence Southwesterly along a curve to the left with a radius of 50 feet to a point 825 feet West of the East line and 225 feet North of the South line of said Southeast Quarter of Section 35; thence South parallel to the East line of the Southeast Quarter of Section 35; and said East line of the Southeast Quarter of Section 35 produced a distance of 320 feet, more or less, to the North bank of Cedar Creek, thence Easterly along the North bank of Cedar Creek to a point 675 feet West of the East line of the Southeast Quarter of Section 35 produced; thence North 80 feet, more or less, to the Place of Beginning, in Lake County, Indiana.

2: Outlot A, in Sherwood, in the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 34 page 90, in the Office of the Recorder of Lake County, Indiana.

3: Part of the Southeast Quarter of Section 35, Township 34 North, Range 9 West of the 2nd Principal Meridian and part of the Northeast Quarter of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Commencing at a point on the South line of the Southeast Quarter of said Section 35 and 825 feet West of the Southeast corner thereof; thence North 00 degrees 08 West and parallel to the East line of said Section 35 a distance of 250 feet; thence West and parallel to the South line 76.75 feet; thence South 75 degrees 43 minutes 25 seconds West 101.379 feet to the Northeast corner of Lot 5, in Sherwood; thence South 00 degrees 08 minutes East 188.50 feet; thence South 67 degrees 09 minutes 49 seconds West 94.049 feet to South line of said Section 35; thence South 46 degrees 41 minutes 23 seconds West 39.47 feet more or less to the Northerly bank of Cedar Creek; thence Easterly along the Northerly bank of Cedar Creek to a point 825 feet West of the East line of said Section 35 produced; thence North 95 feet more or less, in Lake County, Indiana.

4: That part of the Northeast Quarter of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, described as follows: Beginning at the Northeast corner of said Section 2, thence West, along the North line of the Northeast Quarter of said Section 2, a distance of 254.37 feet, more or less, to a point lying 315.0 feet West of the Southeast corner of Section 35 Township 34 North, Range 9 West of the 2nd Principal Meridian; thence South 00 degrees 08 minutes 00 seconds East, along a line which is parallel to and 315.0 feet West of the East line of the Southeast Quarter of said Section 35, extended Southerly a distance of 130.0 feet, more or less, to

2005 FEB - 4 AM 10: 51

2005 000097

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LAKE COUNTY
STATE OF INDIANA

a point on the Northerly shoreline of Lake Dalecarlia; thence Southeasterly along said Northerly shoreline, a distance of 280 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 2; thence Northerly, along the East line of the Northeast Quarter of said Section 2; a distance of 210.0 feet, more or less, to the place of beginning, in Lake County, Indiana.

5: That part of the Northeast Quarter of Section 2, Township 33 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 2; thence West along the North line of said Section 2 (also being the South line of Section 35, Township 34 North, Range 9 West of the 2nd Principal Meridian), a distance of 254.37 feet, more or less, to a point lying 315.0 feet West of the Southeast corner of said Section 35; thence South 0 degrees 08 minutes 00 seconds East, a distance of 130 feet, more or less, to a point on the Northerly shoreline of Lake Dalecarlia; thence Northwesterly, along said Northerly shoreline, 215 feet, more or less, to a point on the North line of said Section 2; thence East, along said North line, a distance of 170 feet, more or less to the place of beginning, in Lake County, Indiana.

6: A part of the East 1/2 of the Northeast 1/4 of Section 2 and a part of the West 1/2 of the Northwest 1/4 of Section 1, in Township 33 North, Range 9 West of the 2nd Principal Meridian described as follows: Commencing at the Northwest corner of said East 1/2 of the Northeast 1/4 of Section 2; thence South 88 degrees 47 minutes 21 seconds East, along the North line of said Section 2, 116.87 feet to the center of Cedar Creek, thence South 71 degrees 51 minutes 30 seconds East, along said centerline, 391.25 feet, thence South 65 degrees 04 minutes 23 seconds East along said centerline, 94.05 feet, thence South 46 degrees 00 minutes 46 seconds East, along said centerline, 147.54 feet, thence South 62 degrees 10 minutes 10 seconds East along said centerline, 120.05 feet, to the centerline of Lake Dalecarlia; thence North 79 degrees 51 minutes 27 seconds East, along said centerline 164.82 feet; thence South 57 degrees 58 minutes 08 seconds East, along said centerline, 267.56 feet; thence South 4 degrees 32 minutes 35 seconds East along said centerline, 230.61 feet; thence South 23 degrees 28 minutes 46 seconds East along said centerline, 223.04 feet; thence South 41 degrees 04 minutes 25 seconds East along said centerline, 301.11 feet; thence South 5 degrees 48 minutes 35 seconds West along said centerline, 293.60 feet; thence South 13 degrees 46 minutes 05 seconds East, along said centerline, 183.87 feet; thence South 43 degrees 36 minutes 46 seconds East along said centerline 86.29 feet; thence South 79 degrees 53 minutes 50 seconds East along said centerline, 251.78 feet; thence South 70 degrees 53 minutes 01 second West, 126.70 feet, to the Northeast corner of Lot 8 in Sherwood South, as per plat thereof, recorded in Plat Book 38 page 93, in the Office of the Recorder of Lake County, Indiana, thence South 86 degrees 15 minutes West 335.00 feet; thence North 76 degrees 53 minutes 47 seconds West 81.95 feet; thence North 41 degrees 40 minutes 50 seconds West 122.77 feet; thence South 45 degrees 00 minutes 00 seconds West 238.00 feet; thence North 0 degrees 00 minutes 00 seconds East 11.07 feet; thence North 44 degrees 14 minutes 30 seconds West 370 feet, (368.42 feet calculated), thence North 9 degrees 50 minutes 30 seconds West, 259.60 feet (270.11 feet calculated), to the North line of the Southeast 1/4 of the Northeast 1/4 of Section 2; thence North 89 degrees 06 minutes 12 seconds West, along the North line of the Southeast 1/4 of the Northeast 1/4 of Section 2, 715.13 feet to the Northwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 0 degrees 18 minutes 58 seconds West along the West line of the East 1/2 of the Northeast 1/4 of said Section 2, 1,250.43 feet to the place of beginning, in Lake County, Indiana.

Key No. 002-02-03-0066-0003; 002-02-03-0064-0003; 002-02-03-0064-0001

Address: approximately 196 acres at 153rd and Colfax, Lowell, IN