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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST UNITED BANK
20 W. STEGER ROAD
STEGER, IL 60475

see ensize 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 BLB ST. JOHN, LLC				
OR	1b. INDIVIDUAL'S LAST NAME			
		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3500 UNION AVE.		CITY STEGER	STATE IL	POSTAL CODE 60475
				COUNTRY U.S.
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION IN	1g. ORGANIZATIONAL ID #, if any 2002110800222 <input 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 20 W. STEGER RD.		CITY STEGER	STATE IL	POSTAL CODE 60475
				COUNTRY U.S.

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum	<input type="checkbox"/> (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) optional	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

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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			
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
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any

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

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):

BLB ST. JOHN, 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
BLB ST. JOHN, 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.

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- 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 A

Parcel 1 (3-A): Part of the West Half of Fractional Section 3, Township 34 North, Range 9 West of the Second Principal Meridian, In Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 3; thence South 89 degrees 11 minutes 03 seconds East along the South line of said Section 3, a distance of 2150.00 feet to the Southwest corner of a tract of land Identified as Parcel 2-B in a 2004 Warranty Deed to BLB ST. JOHN, LLC recorded Sep. 14, 2004 as Doc. No. 2004-077742 in the Lake County Recorder's Office, which point is the true point of beginning hereof; thence North 00 degrees 15 minutes 00 seconds East along the West line of said Parcel 2-B, 600.00 feet to the Southeast corner of a tract of land identified as Parcel 2-A in said 2004 Warranty deed; thence North 89 degrees 11 minutes 03 seconds West along the South line of said Parcel 2-A, 200.00 feet; thence South 00 degrees 15 minutes 00 seconds West parallel with the West line of said Parcel 2-B, 600.00 feet to a point on the South line of said Section 3; thence South 89 degrees 11 minutes 03 seconds East along said South line, a distance of 200.0 feet to the point of beginning, said parcel contains 2.755 acres, more or less.

Parcel 2 (3-B): Part of the West Half of Fractional Section 3, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows: Commencing at the Southwest corner of said Section 3; thence South 89 degrees 11 minutes 03 seconds East along the South line of said Section 3, a distance of 2150.00 feet to the Southwest corner of a tract of land identified as Parcel 2-B in a 2004 Warranty Deed to BLB ST. JOHN, LLC recorded Sep. 14, 2004 as Doc. No. 2004-077742 in the Lake County Recorder's Office; Thence North 00 degrees 15 minutes 00 seconds East along the West line of said Parcel 2-B, 1300.00 feet to the Northeast corner of a tract of land Identified as Parcel 2-A in said 2004 Warranty Deed, which point is the true point of beginning hereof; thence continuing North 00 degrees 15 minutes 00 seconds East along the West line of said Parcel 2-B, 2673.70 feet to a point on the North line of the South Half of the Northwest Quarter of said Section 3, which point is also the Northwest corner of said Parcel 2-B; thence North 88 degrees 50 minutes 15 seconds West along the North line of the South Half of the Northwest Quarter of said Section 3, a distance of 600.05 feet; thence South 00 degrees 15 minutes 00 seconds West parallel with the West line of said Parcel 2-B, 2677.34 feet to a point on the North line of the aforesaid Parcel 2-A; thence South 89 degrees 11 minutes 03 seconds East along the North line of said Parcel 2-A, a distance of 600.0 feet to the point of beginning, said parcel contains 36.851 acres, more or less.

Parcel 3 (3-C): Part of the East Half of Fractional Section 3, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 3; thence South 89 degrees 11 minutes 03 seconds East along the South line of said Section 3, a distance of 3187.50 feet to the Southeast corner of a tract of land conveyed to BLB ST. JOHN, LLC by Warranty deed recorded April 16, 2003 as Document No. 2003-038796 in the Lake County Recorder's Office, which corner is the true point of beginning hereof; thence continuing South 89 degrees 11 minutes 03 seconds East along the South line of said Section 3, a distance of 597.34 feet to the Southwest corner of a tract of land conveyed to BJ.Buth by Warranty Deed recorded Mar 15, 1994 as Doc. No. 94019452 In the Lake County Recorder's Office; thence North 00 degrees 48 minutes 57 seconds East along the West line of said Buth tract, 570.00 feet to the Northwest corner thereof; thence South 89 degrees 11 minutes 03 seconds West parallel with the South line of said Section 3, a distance of 602.96 feet to a point on the East line of the aforesaid 2003 BLB ST. JOHN tract; thence South 00 degrees 15 minutes 00

seconds West along the East line of said 2003 BLB ST. JOHN tract, 570.03 feet to the point of beginning, said parcel contains 7.853 acres, more or less.

Parcel 4 (3-D): Part of the East Half of Fractional Section 3, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 3; thence South 89 degrees 11 minutes 03 seconds East along the South line of said Section 3, a distance of 3187.50 feet to the Southeast corner of a tract of land described in a 2003 Warranty Deed to BLB ST. JOHN, LLC recorded April 16, 2003 as Document No. 2003-038796 in the Lake County Recorder's Office; thence North 00 degrees 15 minutes 00 seconds East along the East line of said 2003 BLB ST. JOHN tract, a distance of 2544.95 feet to a point on the South line of the Northeast Quarter of said Section 3, which point is the Northwest corner of a tract of land identified as Parcel 2-C in a 2004 Warranty Deed to BLB ST. JOHN recorded Sept 14, 2004 as Doc. No. 2004-077742 in the Lake County Recorder's Office and which point is the true point of beginning hereof; thence South 88 degrees 57 minutes 11 seconds East along the South line of the Northeast Quarter of said Section 3, a distance of 1400.00 feet; thence North 00 degrees 15 minutes 00 seconds East parallel with the East line of said 2003 BLB ST. JOHN tract, a distance of 1319.65 feet to, a point on the North line of the South Half of the Northeast Quarter of said Section 3; thence North 88 degrees 50 minutes 15 seconds West along said North line, 1400.04 feet to the Northeast corner of the aforesaid 2003 BJB ST. JOHN tract; thence South 00 degrees 15 minutes 00 seconds West along the East line of said 2003 BLB ST. JOHN tract, 1322.48 feet to the point of beginning, said parcel contains 42.454 acres, more or less.

- Taxing Unit No. 5, Key No. 6-1-3 (affects part of Parcel 2(3-B) and other real estate)
- Taxing Unit No. 5, Key No. 6-1-5 (affects Parcel 1 and part of Parcel 2(3-B) and other real estate)
- Taxing Unit No. 5, Key No. 6-1-8 (affects Parcel 3 and other real estate)
- Taxing Unit No. 5, Key No. 6-1-4 (affects Parcel 4 and other real estate)

Address: approximately 90 acres located at Parrish Avenue and Joliet Street, St. John, IN

Fubloans/BLBSTJohn3/Mtg

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