

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

**John W. Hamilton**

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

**John W. Hamilton**

**Wooden & McLaughlin LLP**

**One Indiana Square**

**Suite 1800**

**Indianapolis, IN 46204**

2005 000471

LAKE COUNTY  
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2005 MAY 24 PM 1:40

MICHAEL A. JOHAN  
REC'D

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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 <b>NORTH HARBOR, L.P.</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c MAILING ADDRESS <b>400 East Chicago Avenue</b>			CITY <b>East Chicago</b>	STATE <b>IN</b>	POSTAL CODE <b>46312</b>	COUNTRY <b>US</b>
1d TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Limited Partnership</b>	1f. JURISDICTION OF ORGANIZATION <b>Indiana</b>	1g. ORGANIZATIONAL ID#, if any <b>2001112700015</b>		<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 TAX ID #: SSN OR EIN	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 ASIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>FEDERAL HOME LOAN MORTGAGE CORPORATION</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c MAILING ADDRESS <b>8200 Jones Branch Drive</b>			CITY <b>McLean</b>	STATE <b>VA</b>	POSTAL CODE <b>22102</b>	COUNTRY <b>US</b>

4. This FINANCING STATEMENT covers the following collateral:

**See Addendum, Exhibit A and Exhibit B attached hereto and by reference incorporated herein.**

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
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6. <input checked="" type="checkbox"/> 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] [optional]	All Debtors	Debtor 1	Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

**Lake County Recorder**

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME <b>NORTH HARBOR, L.P.</b>			2005 000471
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS

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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d TAX ID #: SSN OR EIN	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 NAME or  ASSIGNOR S/P'S NAME – insert only one secured party name (12a or 12b)

OR	12a. ORGANIZATION'S NAME <b>P/R MORTGAGE &amp; INVESTMENT CORP.</b>				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS <b>11711 North Meridian Street, Suite 528</b>		CITY <b>Carmel</b>	STATE <b>IN</b>	POSTAL CODE <b>46032</b>	COUNTRY <b>US</b>

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 Exhibit A and Exhibit B attached hereto and by reference incorporated herein.**

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):

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

EXHIBIT A

Leasehold Interest created by a Memorandum of Understanding dated May 6, 2002 made by and between North Harbor L.P. and North Harbor Property, Inc., as evidenced by a Declaration of Interest dated May 6, 2002 and recorded May 23, 2002 as Document No. 2002 048102 over the following described parcels of land:

Parcel I:

Part of Lots 42 and 38, all of Lots 39, 40, and 41 in Block 46 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at a point on the Northerly line of 60 foot wide Guthrie Street which is 145.32 feet Southeasterly of the intersection of said Northerly line of Guthrie Street with the Easterly line of the 80 foot wide Michigan Avenue; thence Southeasterly on said Northerly line of Guthrie Street, 114.50 feet; thence Northeasterly on a line that makes an interior angle of 89 degrees 57 minutes, measured Northwest to Northeast with said 114.50 foot line, 120.00 feet to the Southwesterly line of the 100 foot wide right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway and the Northerly line of said Block 46; thence Northwest along the Southwesterly line of the 100 foot right-of-way, 113.93 feet to a point that is 138.00 feet Southeasterly of the intersection of the said 100 foot right-of-way and the East line of 80 foot wide Michigan Avenue; thence Southwesterly on a line that makes an interior angle of 89 degrees 58 minutes 30 seconds measured Southeast to Southwest with said 113.93 foot line, 120.00 feet to the point of beginning.

Parcel II:

Lots 44 to 48 and part of Lot 42 together with the alley lying between said Lots 44 to 48 on the Southeast and Northwest of the Northwesterly line of Lot 42, in Block 46 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9 in the Office of the Recorder of Lake County, Indiana, described in one tract as follows: Beginning at the Northeasterly corner of said lot 44; thence Southeasterly along the Northeasterly line of Block 46, a distance of 138.0 feet thence Southwesterly 120 feet more or less to a point on the Northerly line of Guthrie Street which is 145.32 feet Southeasterly measured along said Northerly line from the Northwesterly corner of said Lot 48; thence Westerly along the Northerly line of Guthrie Street 145.32 feet to the Northwesterly corner of said lot 48; thence Northeasterly along the Easterly line of Michigan Street 120.23 feet more or less to the point of beginning.

Parcel III:

Lots 11 to 14, both inclusive, in Block 62 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

Parcel IV:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16 and 17 in Block 68, in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5, page 9, in the Office of the Recorder of Lake County, Indiana, and the vacated Alley to-wit: Beginning at the Northwesterly corner of Lot 8, in Block 68, in the Original Town of Indiana Harbor, as per plat thereof, recorded in Plat Book 5, page 9, in the Office of the Recorder of Lake County, Indiana, thence Southeasterly (along the Southwest boundary line of Lots 1 to 8, in said Block 68) a distance of 246.5 feet to the Southwest corner of Lot 1 of said Block 68; thence Westerly a distance of 71.7 feet (71.77 feet measured); thence Northerly (on a line parallel with the West boundary line of said Block 68) a distance of 23.62 feet (47.77 feet measured); thence Northwesterly a distance of 196.65 feet (162.64 feet measured) to the Northeast corner of Lot 14 in said Block 68; thence Northeasterly a distance of 15 feet (15.03 feet measured) to the Northwesterly corner of Lot 8, in said Block 68 being the point of beginning.

Parcel V:

Lots 18, 19, 20, 21, 28 and 29 in Block 68 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

Parcel VI:

Lots 1, 2, 3, 4 and 5 in Block 69 in Indiana Harbor, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5 page 9, in the Office of the Recorder of Lake County, Indiana.

# Financing Statement

## Exhibit B

(Revision Date 5-20-2003)

STATE OF ILLINOIS  
LAKE COUNTY  
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All of Debtor's present and future right, title and interest in and to all of the following:

- (1) All of the following which are used now or in the future in connection with the ownership, management or operation of the real property described in Exhibit A and/or the improvements on such real property (the "Property"): machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the "Fixtures");
- (2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property (the "Personalty");
- (3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;

- (5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;
- (6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
- (7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "Leases");
- (8) All earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in this Exhibit B, and all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;
- (9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by Secured Party, (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests (collectively, the "Impositions") by any municipal, state or federal authority or insurance company;
- (10) All tenant security deposits which have not been forfeited by any tenant under any Lease;
- (11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;
- (12) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

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STATE OF NEW YORK  
LANE COUNTY  
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(13) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements (collectively, "Cap Agreements") obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the "Loan Documents" (as defined in that certain Multifamily Mortgage, Assignment of Rents and Security Instrument in favor of Secured Party and encumbering the real property described in Exhibit A) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents; together with:

(i) any and all moneys (collectively, "Cap Payments") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty (a "Cap Provider");

(ii) all rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising;

(iii) all rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment;

(iv) all documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created;

(v) all cash and non-cash proceeds and products of any of the foregoing.

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