

STATE OF ILLINOIS  
LAKE COUNTY  
FILED FOR RECORD  
2005 AUG 17 PM 1:59  
MICHAEL A. BROWN  
Recorder

2005 000743

**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 oversize 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  
**HARBOR DEVELOPMENT CORPORATION**

OR  
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
**5790 GRANT STREET** CITY **MERRILLVILLE** STATE **IN** POSTAL CODE **46410** COUNTRY **U.S.**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **CORPORATION** 1f. JURISDICTION OF ORGANIZATION **IN** 1g. ORGANIZATIONAL ID #, if any **1998031702**  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. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  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 CITY STATE POSTAL CODE COUNTRY  
**20 W. STEGER ROAD** **STEGER** **IL** **60475** **U.S.**

**4. This FINANCING STATEMENT covers the following collateral:**

**SEE EXHIBIT A FOR DESCRIPTION OF COLLATERAL**

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) (optional)  All Debtors  Debtor 1  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	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 EXHIBIT B FOR DESCRIPTION OF COLLATERAL

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):

HARBOR DEVELOPMENT CORPORATION  
5790 GRANT STREET  
MERRILLVILLE, IN 46410

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**  
**HARBOR DEVELOPMENT CORPORATION, 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.

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RECORDER

EXHIBIT A

Parcel 1:

That part of Lot 4, in fractional Section 34, Township 34 North, Range 9 West of the Second Principal Meridian, described as commencing at a point which is 9 rods South and 22 rods East of the Northwest corner of said Lot 4, which Northwest corner of Lot 4 is at the water's edge of Cedar Lake, thence South 13-1/2 rods; thence West 6 rods; thence North 13-1/2 rods; thence East 6 rods to the place of beginning, in Lake County, Indiana.

Parcel 2:

The South 120 feet of the following tract of land; Part of the Northwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point 90.70 feet West and 453.50 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 34, and running thence North 220 feet to the South line of Hillside Terrace, (a street); thence West along the South line of said Hillside Terrace, 41 feet to the East line of Coffin's 3<sup>rd</sup> Shady Beach Addition to Cedar Lake, as shown in Plat Book 24, page 11; thence South along said line of Coffin's 3<sup>rd</sup> Shady Beach Addition 220 feet; thence East 41 feet to the place of beginning, in Lake County, Indiana.

Parcel 3:

Commencing at the Southwest corner of Lot 4, Block 2, Coffin's Shady Beach Addition, said point being on the North line of a public highway 757.6 feet West and 1793.8 feet North of the Southeast corner of Section 34, Township 34 North, Range 9 West of the Second Principal Meridian; thence South in the center of a stream, now called Pickerel Creek, to the center of said public highway; thence West in the center of said highway a distance of 439

feet, more or less, to a point 139.3 feet East and 453.5 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 34 (said point also being 271 feet East of the Southeast corner of Lot 8, Coffin's 3<sup>rd</sup> Shady Beach Addition); thence North parallel to the East line of Coffin's 3<sup>rd</sup> Shady Beach Addition a distance of 120 feet; thence West parallel to the center line of the public highway a distance of 130 feet; thence north parallel to the East line of Coffin's 3<sup>rd</sup> Shady Beach Addition 276 feet, more or less, to the water's edge of Cedar Lake (said point being 100 feet East of the Northeast corner of Lot 4, Coffin's 2<sup>nd</sup> Shady Beach Addition); thence Easterly along the Southern edge of Cedar Lake a distance of 475 feet, more or less, to the center of said Pickerel Creek; thence Southerly along the center of Pickerel Creek (also the Westerly line of Coffin's Shady Beach Addition) to the point of beginning, all in Lake County, Indiana;

EXCEPT that part of Lot 4 in fractional Section 34, Township 34 North, Range 9 West of the Second Principal Meridian, described as commencing at a point which is 9 rods South and 22 rods East of the Northwest corner of said Lot 4, which Northwest corner of Lot 4 is at the water's edge of Cedar Lake, thence South 13-1/2 rods; thence West 6 rods; thence North 13-1/2 rods; thence East 6 rods to the place of beginning, in Lake County, Indiana;

ALSO EXCEPTING that part commencing at a point 9.3 feet East and 553.5 feet North of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 34, Township 34 North, Range 9 West of the Second Principal Meridian (said point being 100 feet North of the Southeast corner of the tract deed to Marvin E. Coffin and Betty J. Coffin, husband and wife, on September 9, 1950, as recorded in Book 871, page 214, in the Office of the Lake County Recorder, Crown Point, Indiana): thence North along the East line of said Coffin parcel a distance of 20 feet; thence East 130 feet; thence South 20 feet; thence West 130 feet to the point of beginning.

Taxing Unit: 30; Key No.: 24-0021-0012 (affects Parcel 1)

Taxing Unit: 30; Key No.: 24-0021-0046 (affects Parcel 2)

Taxing Unit: 30; Key No.: 24-0021-0011 and 24-0021-0013 (affects Parcel 3)

Address: 8312 – 8328 West 147<sup>th</sup> Avenue, Cedar Lake, IN

FUBloans/HarborDev1/UCCA

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MID-STATE RECORDING  
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