

8

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 JAN -3 PM 12:55

MICHAEL A. BROWN  
RECORDER

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Jean Swanson (952) 885-4391

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Krass Monroe, P.A. 11320-20  
Attn: Ryan Palmer, Esq.  
8000 Norman Center Drive  
Suite 1000  
Minneapolis, MN 55437-1178

*see onsize attachments*

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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  
Classic Dining of Merrillville, Inc.

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
390 Congress Parkway, Unit C Crystal Lake IL 60014 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
corp. IN 2000083000465  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  
 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  
Sovereign Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
446 Main Street Worcester MA 01608 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto.

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

8. OPTIONAL FILER REFERENCE DATA  
(Lake County, IN)

**UCC FINANCING STATEMENT ADDENDUM**

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

9a. ORGANIZATION'S NAME Classic Dining of Merrillville, Inc.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

2007 000004

2007 JAN -3 PM 12:55

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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. 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 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 attached hereto

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):

See Exhibit A, Schedule B, attached hereto

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

2007 000004

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Name and address of Debtors: Classic Dining of Merrillville, Inc.  
390 Congress Parkway, Unit C  
Crystal Lake, IL 60014

Name and address of Secured Party: Sovereign Bank  
446 Main Street  
Commercial Lending 3<sup>rd</sup> Floor  
Worcester, MA 01608

Definitions used herein but not defined shall have the same meaning given to such in the Loan and Security Agreement between the Debtor and the Secured Party.

"Collateral" shall mean all of the following rights, title, interests and property, whether now existing or hereafter arising or now owned or hereafter acquired by the Debtor and wheresoever located:

- (a) All rights, title and interests of the Debtor in, to, under or derived from all personal and fixture property of every kind and nature, including, without limitation, all goods, including inventory, equipment, and any accessions thereto, instruments (including promissory notes), documents, accounts (including health-care insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter of credit rights (whether or not such right is evidenced by a writing), commercial claims, securities, and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles), in each case to the extent relating to each of the Properties and/or Enterprises or to the present or future operation or occupancy of each of the Properties and/or Enterprises. Also, to the extent not included above, machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the Properties or in each of the Enterprises, or appurtenant thereto, or used in connection with the present or future operation and occupancy of each of the Properties and/or Enterprises;
- (b) All rights, title and interests of the Debtor in and to the Properties and/or Enterprises as granted by the Loan and Security Agreement and all leases, rents, issues and profits deriving from the Enterprises and Properties;
- (c) All rights, title and interests of the Debtor in, to, under or derived from all contract rights, claims, chattel paper, documents, instruments, agreements (including, but not limited to, Principal Agreements), contracts, license rights, goodwill, general intangibles, payment intangibles, computer hardware, software and intellectual property, accounts, deposits, escrows, guaranties and warranties, letters of credit, and documents (including, but not limited to, Primary Enterprise and Property Documents), in each case relating to each of the Properties and/or Enterprises or to the present or future operation or occupancy of each of the

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Properties and/or Enterprises, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, tax refunds, tax refund claims, tax rebates or tax credits all relating to each of the Properties and Enterprises or to the present or future operation or occupancy of each of the Properties and Enterprises, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to each of the Properties and/or Enterprises and all other agreements affecting or relating to the use, enjoyment or occupancy of each of the Properties and/or Enterprises but in each case excluding all Excluded Collateral;

- (d) All rights, title and interests of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to each of the Properties and/or Enterprises and all rights, title and interests of the Debtor in, to, under or derived from all tradenames or business names relating to each of the Properties and/or Enterprises or the present or future operation or occupancy of each of the Properties and/or Enterprises, but excluding all Excluded Collateral;
- (e) All rights, title and interests of the Debtor, in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;
- (f) All rights, title and interests of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof) (including, but not limited to, Net Proceeds), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of each of the Properties and/or Enterprises, including all insurance proceeds and awards (including, but not limited to, Net Proceeds) and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to each of the Properties and/or Enterprises or any other collateral all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided hereunder or in any other Loan Documents, to be held, applied and disbursed as provided in the Loan Documents;
- (g) All rights, title and interests of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Properties, Enterprises, or Collateral or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;
- (h) All inventory held or maintained at each of the Properties and/or Enterprises, or otherwise used in the ownership or operation of each of the Properties and/or Enterprises, together with all additions and accessions thereto, replacements therefore; and

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- (i) All income and proceeds, cash or non-cash, specifically including, without limitation, insurance proceeds, of any and all of the above items (a) through (h).

"Enterprises" shall mean all of the businesses and/or franchises described as such in Schedule A attached hereto.

"Property" or "Properties" shall mean, collectively, the parcels of real property identified in Schedule B attached hereto and more particularly described in each Real Property Security Instrument and all improvements thereon.

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2007 JAN -3 PM 12:55

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**SCHEDULE A  
ENTERPRISES**

A Denny's® restaurant located at the Property.

2007 000004

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**SCHEDULE B  
PROPERTIES**

Store No.	Street Address	City/Town	County	State	Type of Mortgaged Estate
#7557	720 E. 81 <sup>st</sup> Ave.	Merrillville	Lake	IN	Leasehold

Record Owner of Real Property:

National Retail Properties, LP  
(f/k/a Commercial Net Lease Realty, LP)  
450 South Orange Avenue, Suite 900  
Orlando, FL 32801

2007 000004

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**EXHIBIT B TO UCC-1 FINANCING STATEMENT**  
Legal Description

PARCEL 1:

Part of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter of Section 22, Township 35 North, Range 8 West of the 2nd P.M. described as follows: Beginning at the Northeast corner of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter of said Section 22; thence North 89 degrees 59 minutes 40 seconds West along the North line of the South Half of the South Half of the Northwest Quarter of said Section 22, a distance of 202.08 feet; thence South 00 degrees 11 minutes 15 seconds East, 94.26 feet; thence South 16 degrees 18 minutes 19 seconds East 58.00 feet; thence South 40 degrees 37 minutes 00 seconds East 26.09 feet to the Northerly right of way line of U.S. Highway No. 30; thence Easterly along a curve to the right with a radius of 88.00 feet a distance of 60.70 feet; thence North 88 degrees 56 minutes East a distance of 113.4 feet to the East line of the Southwest Quarter of the Northwest Quarter of said Section 22; thence North 00 degrees 11 minutes 15 seconds West along the East line of the Southwest Quarter of the Northwest Quarter of said Section 22 a distance of 146.37 feet to the Place of Beginning, in Lake County, Indiana.

PARCEL 2:

Part of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter of Section 22, Township 35 North, Range 8 West of the 2nd P.M., described as follows: Commencing at a point on the North line of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter of said Section 22 and 202.08 feet West of the Northeast corner thereof; thence North 89 degrees 59 minutes 40 seconds West along the North line of the South Half of the South Half of the Southwest Quarter of the Northwest Quarter of said Section 22, a distance of 197.92 feet; thence South 00 degrees 11 minutes 15 seconds East 60 feet; thence South 89 degrees 59 minutes 40 seconds East, 197.92 feet; thence North 00 degrees 11 minutes 15 seconds West 60 feet to the Place of Beginning, in Lake County, Indiana.

PARCEL 3:

The South 217 feet of the East 400 feet of the North Half of the South Half of the Southwest Quarter of the Northwest Quarter of Section 22, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

Tax Parcel Identification Numbers: 08-15-0121-0091/08-15-0121-0054/08-15-0121-0055

Street Address:

720 E. 81<sup>st</sup> Avenue  
Merrillville, IN 46410

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