

(3) 502059

After Recording Return To:

TITLE SERVICES, INC.
P.O. BOX 430
WHEATON, IL 60189-0430

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JAN 26 PM 2:46

MICHAEL A. BROWN
RECORDER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2007 000081

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
and prepared by
Harrison C. Smith, Esq.
Krooth & Altman LLP
1850 M Street, N.W., Suite 400
Washington, D.C. 20036
PH (202) 293-8200
FX (202) 872-0145
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 MEADOWS LIMITED PARTNERSHIP

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

1c. MAILING ADDRESS c/o Tree of Life Community Development and Care Center, 561 Broadway CITY: Gary STATE: IN POSTAL CODE: 46402 COUNTRY: USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION limited partnership 1f. JURISDICTION OF ORGANIZATION Indiana 1g. ORGANIZATIONAL ID #, if any 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
WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

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

3c. MAILING ADDRESS 2010 Corporate Ridge, Suite 1000 CITY: McLean STATE: VA POSTAL CODE: 22102 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "B" attached hereto and made a part hereof for a 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

Filed in the Office of the Recorder of Lake County, Indiana

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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

2007 000081

9a. ORGANIZATION'S NAME HARBOR MEADOWS LIMITED PARTNERSHIP		
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	

12. ADDITIONAL SECURED PARTY'S OR ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 151 N. Delaware Street		CITY Indianapolis	STATE IL	POSTAL CODE 46204-2526	COUNTRY USA

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" attached hereto and made a part hereof for a description of real property.

"Harbor Meadows Limited Partnership"
FHA Project No. 073-35678-REFI

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"
Legal Description

***PARCEL 1:

LOTS 18 TO 24, BOTH INCLUSIVE, AND THE NORTHWESTERLY 35 FEET OF LOT 17 IN BLOCK 28 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 NORTHEASTERLY 5 FEET OF BLOCK AVENUE ADJOINING SAID LOTS 18 TO 24, BOTH INCLUSIVE, AND ADJOINING SAID NORTHWESTERLY 35 FEET OF LOT 17; SAID TRACT BEING ALSO DESCRIBED AS: BEGINNING AT THE NORTHERNMOST CORNER OF LOT 24 IN BLOCK 28 IN INDIANA HARBOR, AS SHOWN IN PLAT BOOK 5 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 28 A DISTANCE OF 385 FEET TO THE NORTHEASTERLY CORNER OF THE NORTHWESTERLY 35 FEET OF LOT 17 IN SAID BLOCK 28; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID NORTHWESTERLY 35 FEET (AND THE EXTENSION OF SAID SOUTHEASTERLY LINE) 95 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE VACATED NORTHEASTERLY 5 FEET OF BLOCK AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE VACATED NORTHEASTERLY 5 FEET OF BLOCK AVENUE, 385 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF SAID LOT 24; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE (AND THE EXTENSION THEREOF), TO THE POINT OF BEGINNING.

Continued...

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Exhibit "A" - continued...

PARCEL 2:

LOTS 2 TO 23, BOTH INCLUSIVE, IN BLOCK 36 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 SOUTHWESTERLY 5 FEET OF BLOCK AVENUE ADJOINING LOTS 2 TO 12, BOTH INCLUSIVE, IN SAID BLOCK 36 AND THE VACATED NORTHEASTERLY 5 FEET OF PENNSYLVANIA AVENUE ADJOINING LOTS 13 TO 23, BOTH INCLUSIVE, IN SAID BLOCK 36, SAID TRACT BEING ALSO DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE (EXTENDED NORTHEASTERLY) OF LOT 12 IN BLOCK 36 IN INDIANA HARBOR, AS SHOWN IN PLAT BOOK 5 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, WITH THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF BLOCK AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF BLOCK AVENUE 550 FEET TO A POINT ON THE SOUTHEASTERLY LINE (EXTENDED NORTHEASTERLY) OF LOT 2 IN SAID BLOCK 36; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 2 AND 23 IN SAID BLOCK 36 (AND ALONG THE EXTENSIONS OF SAID LINE) 173.18 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THE VACATED NORTHEASTERLY 5 FEET OF PENNSYLVANIA AVENUE, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE VACATED NORTHEASTERLY 5 FEET OF PENNSYLVANIA AVENUE 550 FEET TO A POINT ON THE NORTHWESTERLY LINE (EXTENDED SOUTHWESTERLY) OF LOT 13 IN SAID BLOCK 36; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 12 AND 13 (AND ALONG THE EXTENSIONS OF SAID LINE) 172.94 FEET TO THE POINT OF BEGINNING.

Continued...

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Exhibit "A" - continued...

PARCEL 3:

LOTS 22 TO 25, BOTH INCLUSIVE, IN BLOCK 43 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 SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE ADJOINING SAID LOTS 22 TO 25, BOTH INCLUSIVE, SAID TRACT BEING ALSO DESCRIBED AS: BEGINNING AT THE WESTERNMOST CORNER OF LOT 25 IN BLOCK 43 IN INDIANA HARBOR, AS SHOWN IN PLAT BOOK 5 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 25 (AND THE EXTENSION THEREOF) TO A POINT ON THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE 200 FEET TO A POINT ON THE SOUTHEASTERLY LINE (EXTENDED NORTHEASTERLY) OF LOT 22 IN SAID BLOCK 43; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 22 (AND THE EXTENSION THEREOF) TO THE SOUTHERNMOST CORNER OF SAID LOT 22; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 43 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

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PARCEL 4:

LOTS 14 TO 19, BOTH INCLUSIVE, IN BLOCK 43 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 SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE ADJOINING SAID LOTS 14 TO 19, BOTH INCLUSIVE, SAID TRACT BEING ALSO DESCRIBED AS: BEGINNING AT THE WESTERNMOST CORNER OF LOT 19 IN BLOCK 43 IN INDIANA HARBOR, AS SHOWN IN PLAT BOOK 5 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 19 (AND THE EXTENSION THEREOF) TO A POINT ON THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THE VACATED SOUTHWESTERLY 5 FEET OF PENNSYLVANIA AVENUE 300 FEET TO A POINT ON THE SOUTHEASTERLY LINE (EXTENDED NORTHEASTERLY) OF LOT 14 IN SAID BLOCK 43; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 14 (AND THE EXTENSION THEREOF)

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OF THE SOUTHERNMOST CORNER OF SAID LOT 14; THENCE
NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK
43 A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.***

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RECORDER

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**EXHIBIT "B" TO SECURITY AGREEMENT
AND FINANCING STATEMENTS**

This Exhibit "B" is attached to, incorporated by reference in, and forms a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), executed and delivered by the Debtor in connection with the financing of the Project (as hereinafter defined) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (the "Secured Party").

This Exhibit "B" refers to the following collateral, which may be now or hereafter located on the premises of, relate to, or be used in connection with, the acquisition or refinancing, repair, ownership, management, and operation of a certain multifamily housing project known as "**Harbor Meadows**" (the "Project"), located in Each Chicago, Lake County, Indiana, and owned by **HARBOR MEADOWS LIMITED PARTNERSHIP**, an Indiana limited partnership (the "Debtor"):

1. All income, rents, profits, receipts and charges from the Project.
2. All accounts including without limitation the following: Reserve Fund for Replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
3. All insurance and condemnation proceeds; and all inventories.
4. All materials now owned or hereafter acquired by the Debtor and intended for the construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" attached hereto (the "Property"), all of which materials shall be deemed to be included within the Project immediately upon the delivery thereof to the Project.
5. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Project, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Project or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the Debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed

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to the Property, appropriated to its use, and covered by each of the Security Documents to which this Exhibit is attached).

6. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor and to apply, at its option, the net proceeds thereof after deducting expenses of collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.

7. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.

8. The interest of the Debtor in and to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder.

9. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, repair, operation, ownership, equipping and management of the Property and all of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, development, repair, operation, management and maintenance of, or provision of services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.

10. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general intangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.

11. The interest of the Debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under

applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Project located upon the Property.

12. The interest of the Debtor in and to any and all funds created or established and held by the Trustee pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing the Project located upon the Property.

13. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.

14. Any and all of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.

15. Any and all of the above which may become fixtures by virtue of attachment to Property.

16. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.

17. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Project.

18. All names now or hereafter used in connection with the Project and the goodwill associated therewith.

19. Proceeds, products, returns, additions, accessions and substitutions of and to any and all of the above.

20. Any and all other Collateral of the Debtor as defined in the Uniform Commercial Code adopted in the State.

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