

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**John W. Hamilton (317) 639-6151**

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)  
**John W. Hamilton, Esq.**  
**Wooden & McLaughlin LLP**  
**2007 000498**  
**One Indiana Square, Suite 1800**  
**Indianapolis, Indiana 46204-4208**

*Sell over size*

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 2007 JUL -9 PM 2:25  
 2007 000498  
 MICHAEL A. BROWN  
 RECORDER

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 2007 JUL -9 PM 2:24  
 MICHAEL A. BROWN  
 RECORDER

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  
**MOUNT ZION HOUSING AUTHORITY OF HAMMOND, INC.**

OR

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

1c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**8383 Craig Street, #105 Indianapolis IN 46250 US**

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  
**not-for-profit corporation Indiana IN196802-161**  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 ASIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**P/R MORTGAGE & INVESTMENT CORP.**

OR

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

3c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**11711 North Meridian Street, Suite 528 Carmel IN 46032 US**

4. This FINANCING STATEMENT covers the following collateral:  
**See Addendum, Extension Sheet and Exhibit "A" attached hereto and by reference incorporated herein.**

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILO R	SELLER/BUYER	AG. LIEN	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 [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  
**Lake County Recorder**

Chicago Title Insurance Company

13

CM 620067729

**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

**MOUNT ZION HOUSING AUTHORITY OF HAMMOND, INC.**

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9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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10. MISCELLANEOUS

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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

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

NONE

12.  ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR S/P'S NAME – insert only one secured party 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 North Delaware Street**

CITY STATE POSTAL CODE COUNTRY  
**Indianapolis IN 46204 US**

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 Extension Sheet and Exhibit "A" 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  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

UCC FINANCING STATEMENT EXTENSION SHEET

This Financing Statement covers the following types or items of property:

All estates, rights, title and interest which Debtor now has or may later acquire in and to the following properties, rights and interests:

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- A. All buildings, structures, improvements and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the real estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (the "Real Estate") or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law;
- A. All tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining to the Real Estate, including all minerals, oil, gas, elements, and other commercially valuable substances which may be in, under or produced from any part of the Real Estate, and all air rights, water and water rights;
- B. All rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising of or from the Real Estate or the improvements from time to time located thereon (the Real Estate and the improvements from time to time located thereon hereinafter collectively are referred to as the "Premises"), including but not limited to the rents, income and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in any hotel, motel, or other lodging properties located on the Real Estate (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments);
- C. All leases, subleases, subtenancies, licenses, occupancy agreements and other and agreements for the leasing, use, occupancy or enjoyment of any portion or all of the Premises now or hereafter existing, and all amendments, renewals and extensions thereof (hereinafter collectively referred to as the "Leases");
- D. All present and future guaranties of the performance of any lessee under any of the Leases;
- E. All monies, deposit accounts, furniture, equipment, inventory, fixtures, accounts, accounts receivable, chattel paper, documents, investment property, trademarks and all trade name agreements, logos, licenses, instruments, contract rights, insurance proceeds, commercial tort claims, franchise agreements, software, letter of credit rights, and general intangibles (including payment intangibles) in which Debtor now or hereafter has an interest, individually or with others, and which are located upon, used in connection with, related to or arising out of the Premises, and all additions, accessions and accretions to, replacements and substitutions for, products of and proceeds from any of the foregoing;
- F. All insurance policies relating to the Premises and all claims and rights to payment of proceeds and other sums payable thereunder or in connection therewith;

- G. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access;
- H. All present and future deposits and revenues relating to the Premises, including without limitation security deposits, replacement revenue escrows, tax and insurance escrows and working capital reserves or escrows;
- I. All present and future building permits, operating permits, variances, licenses, governmental approvals, utility permits and other permits, licenses and agreements relating to the construction, equipping, operation or maintenance of the Premises including, without limitation, all warranties and contract rights, whether now owned by Debtor or hereafter acquired or arising;
- J. All present and future contracts or agreements for the design, construction, furnishing and equipping of the improvements located or to be located on the Premises, together with any existing or future changes, extensions, revisions, modifications, guarantees of performance or warranties of any kind thereunder, whether now owned by Debtor or hereafter acquired or arising;
- K. All present and future service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, whether now owned by Debtor or hereafter acquired or arising;
- L. All present and future plans and specifications, surveys, site plans, soil reports, drawings and papers relating to the Premises and the development, design, construction and equipping of the improvements on the Premises, whether now owned by Debtor or hereafter acquired or arising or arising;
- M. All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises, whether now owned by Debtor or hereafter acquired or arising;
- N. All proceeds and contract rights and payments payable to Debtor under any loan commitment for financing of the Premises;
- O. All present and future purchase and sale agreements for the purchase of any portion of the Premises or other property located on the Premises, including without limitation, security deposits, earnest money deposits, association fees or assessments, and related escrows; and

All additions, accessions and accretions to, replacements and substitutions for, products thereof and any and all cash and non-cash proceeds therefrom, which proceeds include but are not limited to (i) any and all types of collateral heretofore described and (ii) any and all types of collateral in which a security interest may be perfected by filing in the Office of the Recorder of Lake County, State of Indiana.

EXHIBIT "A"

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Parcel 1:

Part of the Southwest Quarter of the fractional Southwest Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, Commencing at a point 30 feet West and 180 feet South of the Northeast corner of said tract; thence Westerly on a line parallel to and 180 feet distant from the North line of said tract, a distance of 145 feet, thence Southerly on a line parallel to and 175 feet distant from the East line of said tract, a distance of 122.54 feet to the point where said line intersects the Northeastly line of the Chicago and Erie Standard Steel Company Right of Way; thence Southeasterly on said right of way line, a distance of 235.42 feet to a point where said right of way line intersects a line parallel to and 30 feet distant from the East line of said tract; thence Northerly on a line parallel to and 30 feet distant from said East line, a distance of 311.71 feet to the place of beginning.

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RECORDED

Parcel 2:

The East 80 feet of the North 130 feet of the Southwest Quarter of the Southwest Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, except the 30 feet off the entire North and East sides thereof.

Parcel 3:

Part of the Southwest Quarter of the Southwest Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the South line of Kenwood Avenue which is 30 feet South and 80 feet West of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 6; thence West, on the South line of Kenwood Avenue, 304 feet, more or less, to the Northeastly line of the Chicago and Erie Railroad's Standard Steel Right-of-way; thence Southeasterly, along said Right-of-way line, 339.4 feet, more or less, to a point where said Right-of-way line intersects a line parallel with and 175 feet distant from the East line of said Southwest Quarter of the Southwest Quarter of said Section 6; thence North, on a line parallel with and 175 feet distant from said East line, 122.54 feet; thence East 145 feet to the West line of Tapper Avenue; thence North, on said West line of Tapper Avenue, 50 feet; thence West 50 feet; thence North 100 feet to the place of beginning.

Parcel 4:

All that parcel of land situated in the City of Hammond, County of Lake, State of Indiana, being more particularly described as follows: Commencing at the intersection of the North line of a 100 foot, more or less, right of way of the Erie Lackawanna Railway Company and the center line of Kenwood Avenue, the true Place of Beginning; thence Southeast along said North Right-of-way line a distance 700 feet, more or less, to a point; thence Northeast and at right angles a distance of 100 feet, more or less, to a point; thence Northwest a distance of 630 feet, more or less, to a point in the centerline of Kenwood Avenue; thence Southwest along said centerline a distance of 124.22 feet, more or less, the true Place of Beginning, all in Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, excepting the following described real estate:

A parcel of land in the Southwest Quarter of Section 6, Township 36 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence 88 degrees 41 minutes 26 seconds West along the South line of said Southwest Quarter, 372.6 feet; thence North 01 degrees 18 minutes 34 seconds West, 30 feet; thence South 88 degrees 41 minutes 26 seconds West, 256.38 feet; thence North 00 degrees 00 minutes 49 seconds East along the Southerly extension of the East line of Lot "C" in Krapec Addition to the City of Hammond, 271.85 feet, to the South right of way of 164th Place; thence South 88 degrees 49 minutes 47 seconds West, 60.00 feet; thence North 00 degrees 00 minutes 49 seconds East, 185.13 feet to the South line of a 20 foot alley in Larned's Addition to Hammond; thence South 88 degrees 49 minutes 47 seconds West along said South line 399.61 feet to the Southwesterly right of way line of Tapper Avenue; thence North 37 degrees 38 minutes 01 seconds West along said Southwesterly line 407.57 feet to the Point of Beginning; thence South 54 degrees 27 minutes 45 seconds West, 100.07 feet; thence North 37 degrees 38 minutes 01 seconds West, 50.22 feet; thence North 80 degrees 40 minutes 59 seconds East, 113.59 feet to the Point of Beginning.