

9

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2007 000503

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 JUL 10 PM 3:07
MICHAEL A. BROWN
RECORDER

A. NAME & PHONE OF CONTACT AT FILER [optional]
ChoicePoint1 (770) 369-8677

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ChoicePoint1
AMANDA HAYES
 2885 Breckinridge
 Suite 200
 Duluth, GA 30096

see full size

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
Acadia Merrillville Realty, L.P.

OR

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

1c. MAILING ADDRESS
c/o Acadia Realty Trust
1311 Mamaroneck Avenue ***

CITY **White Plains** STATE **NY** POSTAL CODE **10605** COUNTRY **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LP** 1f. JURISDICTION OF ORGANIZATION **IN** 1g. ORGANIZATIONAL ID #, if any **None.** 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
Mortgage Electronic Registration Systems, Inc., as nominee for Bear Stearns Commercial

OR

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

3c. MAILING ADDRESS
1595 Spring Hill Road, Suite 310

CITY **Vienna** STATE **VA** POSTAL CODE **22182** COUNTRY **USA**

4. This FINANCING STATEMENT covers the following collateral:
See Schedule 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] All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA

13
039080

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 Acadia Merrillville Realty, L.P. | | | 2007 000503 | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX | | |

10. MISCELLANEOUS:

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LAKE COUNTY
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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 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.

16. Additional collateral description:

DEBTOR 1 ADDRESS (CONTINUED):
***** Suite 260**
White Plains, NY 10605

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

SCHEDULE A TO UCC-1 FINANCING STATEMENT

ACADIA MERRILLVILLE REALTY, L.P., as Borrower,

and

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
as Secured Party, as nominee of Bear Stearns Commercial Mortgage, Inc., its successors
and assigns

All of Borrower's estate, right, title and interest in, to and under the following described property whether now owned or hereinafter acquired by Borrower (collectively, the "Land"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Borrower shall have any right or interest therein;

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RECORDED

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents,

revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(m) Rights. The non-exclusive right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property in cooperation with attorneys for Borrower;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation (i) all accounts established pursuant to the Cash Management Agreement, including, without limitation, that certain Cash Management Account at Bank of New York Trust Company, N.A. and (ii) all accounts established pursuant to the Lockbox Agreement, including, without limitation, that

certain account at Bank of America, N.A.; together with all deposits or wire transfers made to the Lockbox Account or Cash Management Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(q) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (p) above.

For purposes of the foregoing, "Security Instrument" means the Leasehold Deed Of Trust and Security Agreement dated July 2, 2007 between Borrower and Secured Party.

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STATE OF INDIANA
LAKE COUNTY
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EXHIBIT A

2007 000503

2007 JUL 10 PM 3:08
(Legal Description)

MICHAEL A. BROWN
RECORDER

PARCEL I:

Part of the North half of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the 100 foot right-of-way of the Chesapeake and Ohio Railroad and North of the 200 foot right-of-way of U.S. Highway No. 30, more particularly described as follows:

Commencing at the Northwest corner of said Section 23; thence South 02 degrees 42 minutes 00 seconds East along the West line of said Section 23, a distance of 1,258.66 feet to the point of beginning of this described parcel; thence North 87 degrees 18 minutes 00 seconds East, 721.33 feet, more or less, to the South line of said 100 foot wide Chesapeake and Ohio Railroad right-of-way; thence South 62 degrees 42 minutes 00 seconds East along said South right-of-way, 819.41 feet to a point 1,652.33 feet, South 62 degrees 42 minutes 00 seconds East, from the West line of said Section 23 and measured along the South line of said railroad right-of-way; thence South 27 degrees 18 minutes 00 seconds West, 354.33 feet; thence North 62 degrees 42 minutes 00 seconds West, 35.92 feet; thence South 27 degrees 18 minutes 00 seconds West, 614.54 feet, more or less, to the Northerly right-of-way line of U.S. Highway No. 30; thence Westerly along the Northerly line of said highway, 44.97 feet; thence North 01 degrees 35 minutes 00 seconds West, 43.06 feet; thence North 88 degrees 25 minutes 00 seconds East, 17.0 feet; thence North 01 degrees 35 minutes 00 seconds West, 150 feet; thence South 88 degrees 25 minutes 00 seconds West, 326.65 feet; thence South 01 degrees 35 minutes 00 seconds East, 193.56 feet to the Northerly right-of-way of U.S. Highway No. 30; thence Westerly along the Northerly line of said highway, 210 feet to the East line of the American Oil property described in deed recorded on April 12, 1965, in Deed Record 1288, Page 199; thence North 02 degrees 42 minutes 00 seconds West, 191.812 feet along said East line; thence South 87 degrees 18 minutes 00 seconds West, 350 feet to a point on the West line of said Section 23, that is 2,287.90 feet South of the Northwest corner of said Section 23; thence North 02 degrees 42 minutes 00 seconds West, 1,029.24 feet to the point of beginning.

Excepting therefrom Warranty Deed recorded December 14, 1994, as Document No. 94083963, in the Office of the Recorder of Lake County, Indiana, to the State of Indiana.

PARCEL II: Off Site Drainage Easements

Non-exclusive right to use for ingress and egress the existing access along and adjacent to the Southeast corner of Parcel 1 above, to and from U.S. 30, as created in the Declaration of Easements, covenants and conditions recorded January 30, 1979, as Document No. 513561, upon the terms and provisions therein provided and the amendments and agreements thereto.

Easement for drainage control system contained in a grant from Smith Real Estates Corporation to G.I. Land Co., et al, and to their successors and assigns, dated January 16, 1979 and recorded March 26, 1973 as Document No. 521402, over, upon and across the following part of the Northwest quarter of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as commencing at the intersection of the West line of said Northwest quarter and the North line of the 100-foot wide right-of-way of the Chesapeake and Ohio Railroad; thence South 52 degrees 42 minutes 00 seconds East along said railroad North line, 2,026.06 feet to the point of beginning of the centerline of a 90 foot wide drainage easement whose centerline is described as follows:

North 00 degrees 18 minutes 00 seconds East, 283.72 feet; thence Northeasterly along a circular curve which is convex to the Northwest whose radius equals 130 feet, tangent equals 125.86 feet, deflection angle equals 80 degrees, a distance of 209.44 feet along said curve; thence North 80 degrees 18 minutes 00 seconds East, 307 feet, more or less; thence Northeasterly along a circular curve which is convex to the Southeast whose radius equals 150 feet, tangent equals 132.71 feet, deflection angle equals 83 degrees, a distance of 217.29 feet along said curve to a point on a line lying 75 feet West of and parallel with the East line of said Northwest quarter; thence North 02 degrees 42 minutes 00 seconds West and parallel with said East line, 1,090 feet, more or less, to the North line of said Northwest quarter, the point of terminus of said drainage easement centerline.

ALSO:

Parts of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 14, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as beginning at a point on the East line of the Southwest quarter of said Southwest quarter lying 295.00 feet North of the Southeast corner of the Southwest quarter of said Southwest quarter; thence South 64 degrees West, 137.00 feet; thence West, 100.00 feet; thence North 45 degrees West, 108.00 feet; thence North 10 degrees East, 172.00 feet; thence North 59 degrees 24 minutes 18 seconds East, 197.07 feet; thence North 155.00 feet; thence North 60 degrees East, 145.26 feet; thence East, 150.00 feet; thence South 60 degrees East, 88.00 feet; thence South 45 degrees East, 92.00 feet; thence South, 142.00 feet; thence South 20 degrees East, 90.00 feet; thence East, 72.00 feet; thence North 30 degrees East, 118.00 feet; thence North 35 degrees West, 280.00 feet; thence North 45 degrees East 88.47 feet; thence East 130.00 feet; thence South 60 degrees East, 157.00 feet; thence South 33 degrees East, 390.00 feet; thence South 45 degrees East, 175.00 feet; thence South 80 degrees East, 218.31 feet; thence East, 148.23 feet, more or less, to the East line of the Southeast quarter of said Southwest quarter; thence Southerly along said East line, 234 feet, more or less, to the Southeast corner of the Southeast quarter of said Southwest quarter; thence Westerly along the South line of the Southeast quarter of said Southwest quarter, 120.00 feet; thence North 35 feet, more or less; thence North 82 degrees West, 168 feet, more or less; thence North 42 degrees West, 333.00 feet; thence North 75 degrees 15 minutes 41 seconds West, 88.24 feet; thence South 88 degrees West, 92.00 feet; thence South 63 degrees West, 294.00 feet; thence North 49 degrees West, 250.00 feet; thence West 85.00 feet; thence South 64 degrees West, 122.00 feet to the point of beginning.

EXCEPTING THEREFROM:

A right of way for roadway purposes described as: A part of the North Half of Section 23, Township 35 North, Range 8 West, Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Section; Thence South 0 degrees 41 minutes 26 seconds East, 1258.64 feet (1,258.66 feet by Instrument No. 94013477) along the West line of said section to the Northwest corner of the Grantor's land; Thence North 89 degrees 18 minutes 34 seconds East, 40.00 feet along the North line of the Grantor's land to the East boundary of Mississippi Street and the point of beginning of this description; Thence continuing North 89 degrees 18 minutes 34 seconds East, 15.00 feet along said North line; Thence South 0 degrees 41 minutes 26 seconds East, 501.05 feet; Thence South 89 degrees 18 minutes 34 seconds West, 5.00 feet; Thence South 0 degrees 41 minutes 26 seconds East, 210.21 feet to the Eastern boundary of said Mississippi Street; Thence North 10 degrees 09 minutes 11 seconds West, 60.83 feet along the boundary of said Mississippi

Street; Thence North 0 degrees 41 minutes 26 seconds West, 651.17 feet along said boundary to the point of beginning and containing 0.214 acres, more or less.

NOTE: Acreage in the legal description of the subject real estate is shown solely for the purpose of identifying and describing the insured land and this search should not be construed and insuring the quantity of land as set forth in said description.

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