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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUL 12 AM 11:33

MICHAEL A. BROWN
RECORDER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2007 000515

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Overseer

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 Chicagoland Christian Village, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 6685 E. 117th Avenue		CITY Winfield	STATE IN	POSTAL CODE 46307
		COUNTRY U.S.		
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Indiana	1g. ORGANIZATIONAL ID #, if any 198001-598 <input type="checkbox"/> 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 <input type="checkbox"/> 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				
OR	3b. INDIVIDUAL'S LAST NAME			
	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 230 West Monroe Street, Suite 2900		CITY Chicago	STATE IL	POSTAL CODE 60606
		COUNTRY U.S.		

4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A.

Chicago Title Insurance Company

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	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	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA Filed with Lake County Recorder of Deeds (IN)						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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EXHIBIT A

Debtor: Chicago Land Christian Village, Inc. (the "Mortgagor")

Secured Party: Wells Fargo Bank, National Association, as Master Trustee (the "Master Trustee") under that certain Master Trust Indenture dated as of June 1, 2007 (the "Master Indenture") among the Debtor, Christian Homes, Inc., Inc., Fair Havens Christian Home, Inc., Hoosier Christian Village, Inc., Lewis Memorial Christian Village, Midwest Senior Ministries, Inc., Risen Son Christian Village and Spring River Christian Village, Inc. (the "Obligated Group") and the Secured Party, and as mortgagee (the "Mortgagee") under the Mortgage and Security Agreement dated as of June 1, 2007 (the "Mortgage") from the Debtor to the Secured Party

All Mortgagor's Land described in Exhibit B hereto, together with Mortgagor's entire interest (whether now owned or hereafter acquired) in and to said Land and in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Land, including all building materials, building equipment and fixtures of every kind and nature whatsoever on the Land or in any building, structure or improvement now standing or hereafter constructed or placed thereon, and the reversion or reversions, and remainder or remainders, in and to the Land, and together with the entire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in any way appertaining thereto, and all right, title and interest of the Mortgagor in, to and under any streets, ways or alleys adjoining the Land or any part thereof including all bridges thereover and tunnels thereunder, including without limitation all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy of, in and to the Land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or hereafter acquired by the Mortgagor and affixed to or attached to or placed on the Land shall be deemed to be, and shall be considered as, fixtures and appurtenances to said Land, together with all rents, income, issues and profits therefrom (collectively, the "Mortgaged Land");

All of the machinery, equipment, furniture, spare parts, inventory and other personal property, including all present and future attachments and accessories thereto and replacements thereof owned by the Mortgagor, all as defined in Article 9 of the Uniform Commercial Code (the "UCC"), as amended, of Indiana, (the "Machinery and Equipment"), all assignable intangibles of the Mortgagor, as defined in the UCC (the "General Intangibles"), and all assignable intellectual property rights of the Mortgagor as defined in the Mortgage (the "Intellectual Property Rights") now owned or hereinafter acquired by the Mortgagor and wherever such Machinery and Equipment, General Intangibles or Intellectual Property is situated;

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in the first paragraph hereinabove or any part thereof or any building or other improvement owned by the Mortgagor now or at any time hereafter located thereon or any easement or other

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appurtenance thereto under the power of eminent domain, or any similar power or right (including without limitation any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including without limitation severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and

Any and all other property of every kind and nature from time to time hereafter owned by the Mortgagor, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security under the Mortgage by the Mortgagor or by anyone on its behalf to the Master Trustee, together with all proceeds, including without limitation insurance proceeds with respect to anything referred to in this paragraph and the first three paragraphs hereinabove;

Subject, however, to Permitted Encumbrances, as defined in the Master Indenture

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EXHIBIT B

Debtor: Chicagoland Christian Village, Inc. (the "Mortgagor")

Secured Party: Wells Fargo Bank, National Association, as Master Trustee (the "Master Trustee") under that certain Master Trust Indenture dated as of June 1, 2007 (the "Master Indenture") among the Debtor, Christian Homes, Inc., Fair Havens Christian Home, Inc., Hoosier Christian Village, Inc., Lewis Memorial Christian Village, Midwest Senior Ministries, Inc., Risen Son Christian Village and Spring River Christian Village, Inc. (the "Obligated Group") and the Secured Party, and as mortgagee (the "Mortgagee") under the Mortgage and Security Agreement dated as of June 1, 2007 (the "Mortgage") from the Debtor to the Secured Party

The land, with the buildings and improvements now or hereafter situated thereon, located in Lake County, Indiana and more particularly described as follows:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE SOUTH 495 FEET AND THE NORTH 40 FEET.

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