

NOT AN OFFICIAL DOCUMENT

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-013019

10:51 AM 2021 Feb 9

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 18047 - THE BANK OF	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	78842244 ININ FIXTURE

File with: Lake, IN

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2016000398 7/5/2016 CC IN Lake	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Address Form (UCC3A) and provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to be deleted in item 6a or 6b:
This Change affects CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Hobart Bldg. Corp.			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME The Bank of New York Mellon Trust Company, N.A.			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Hobart Bldg. Corp.
78842244 BARNETTR HOBSCHEF16

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form

2016000398 7/5/2016 CC IN Lake

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

12a. ORGANIZATION'S NAME

The Bank of New York Mellon Trust Company, N.A.

OR
12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name; see Instructions if name does not fit

13a. ORGANIZATION'S NAME

Hobart Bldg. Corp.

OR
13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

Hobart Bldg. Corp. - 32 E. 7th Street , Hobart, IN 46342

Secured Party Name and Address:

The Bank of New York Mellon Trust Company, N.A. - 300 North Meridian Street, Suite 910 , Indianapolis, IN 46204

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in Item 17
(if Debtor does not have a record interest):

17. Description of real estate:

See attached Appendix I to Exhibit A.

18. MISCELLANEOUS: 78842244-IN-89 16047 - THE BANK OF NEW YORK The Bank of New York Mellon Trust File with Lake, IN BARNETTR HOBBSCHREF16

EXHIBIT A

to

2016 Financing Statement
#016 008590

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 JUL -5 AM 10:33

MICHAEL B. SPORN
RECORDER

DEBTOR: Hobart Bldg. Corp.
32 East 7th Street
Hobart, IN 46342

SECURED PARTY: The Bank of New York Mellon Trust Company, N.A., as Secured Party
300 N. Meridian Street, Suite 910
Indianapolis, IN 46204

All right, title and interest in the real estate located in Lake County, Indiana, as specifically described in Appendix 1 attached hereto and made a part hereof (the "Real Estate"), together with all right, title and interest of Hobart Bldg. Corp. ("Debtor") in and to:

1. The Building (as defined in the Indenture) and all other buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed upon the Real Estate or any part thereof, including all building material, equipment and fixtures of every kind and nature whatsoever now or hereafter on said Premises (as defined in the Indenture) or any part thereof, and the reversions and remainders in and to the Real Estate and each and every part thereof, and together with the entire interest of the Debtor in and to all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to the Real Estate belonging or in any wise appertaining thereto, and to any streets, ways or alleys adjoining the Real Estate or any part thereof, and it being the intention of the parties hereto that so far as may be permitted by law, all tangible property now owned or hereafter acquired by the Debtor and affixed to or attached to the Real Estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to the Real Estate.
2. The Lease between the Debtor, as lessor, and School City of Hobart, as lessee, originally dated as of August 10, 2005 ("Lease"), as amended.
3. The proceeds from the sale of all or any property described in parts 1 and 2 above.
4. The Revenues (as defined in the Indenture), moneys, securities, documents, contract rights, intangibles, tax refunds and utility deposits, refunds or rebates, except those required to be deposited in the Rebate Account (as defined in the Indenture), from time to time held by the Secured Party under the Indenture.
5. Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone in its behalf to the Secured Party, which is hereby authorized to receive the same at any time as additional security hereunder.

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6. All property which is by the express provisions of the Indenture required or permitted to be subject to the pledge thereof and any additional property that may hereafter be added to the same hereafter, by delivery or by writing of any kind, be subjected to the pledge thereof by the Debtor or by anyone in its behalf, and the Secured Party is authorized to accept the same at any time as additional security thereunder. The Debtor and the Secured Party are authorized to execute, and the Debtor, or the Secured Party on the Debtor's behalf, is authorized to file financing statements or other documents to perfect such pledge and assignment.

DEFINITIONS

Capitalized term used but not defined herein shall have the meaning ascribed to them in the Trust Indenture and Mortgage between the Debtor and the Secured Party dated as of April 1, 2006, as supplemented and amended, securing Sixty Four Million Two Hundred Seventy-Five Thousand Dollars (\$64,275,000) Ad Valorem Property Tax First Mortgage Refunding Bonds, Series 2016 (the "Indenture").

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Appendix I

Legal Description of Real Estate
(New Hobart High School)

STATE OF INDIANA
LAKE COUNTY
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Parcel 1 (New High School site)

2016 000398

2016 JUL -5 AM 10:33

MICHAEL B. BROWN

The East 1/2 of the NW ¼ and the East 14 rods of the NW ¼ of the NW ¼ of Section 4, Township 35 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, Lake County, Indiana, excepting therefrom that part conveyed to the City of Hobart by deeds dated June 27, 1988 and recorded March 8, 1989 as Document No. 026271 and dated November 4, 1988 and recorded August 28, 1989 as Document No. 054614 and also excepting therefrom the following tracts:

Part of the NW ¼ of the NW ¼ of Section 4, Township 35 North, Range 7 West of the 2nd Principal Meridian, described as follows: Beginning at a point on the North line of said NW ¼ of the NW ¼ of said Section which point is 165 feet West of the Northeast corner of said NW ¼ of the NW ¼; thence South and parallel with the East line of said NW ¼ of the NW ¼ 40 rods; thence West 66 feet; thence North parallel with the East line of said NW ¼ of the NW ¼ 40 rods to the North line of said ¼ ¼ Section; thence east on the North line of said ¼ ¼ Section to the place of beginning.

And

The South 325 feet of the following described tract to-wit: Part of the East 1/2 of the Northwest ¼ of Section 4, Township 35 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North line of the NW ¼ of said Section 4, said point being 999 feet West of the Northeast corner of the NW ¼ of said Section 4; thence South at right angles to the North line of the NW ¼ of said Section 4, a distance of 740 feet to a point; thence West parallel with the North line of the NW ¼ of said Section 4, a distance of 250 feet to a point; thence North, a distance of 740 feet to a point on the North line of the NW ¼ of said Section 4; thence east along the North line of the NW ¼ of said Section 4, a distance of 250 feet to the place of beginning.

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Parcel 2 (Existing High School)

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Part of the NW ¼ of the SW ¼ of Section 32, Township 36 North, Range 7 West of the 2nd P.M. in Lake County, Indiana, described as follows: Beginning at the Southwest corner of the NW ¼ of the SW ¼ of said Section 32, thence South 88°51'54" East, along the South line of the NW ¼ of the SW ¼, 23.81 feet to the point of beginning; thence North 01°03'13.08 feet; thence South 88°56'42" East, 11.70 feet; thence North 01°07'31" East, 302.65 feet; thence South 88°53'30" East, 95.35 feet; thence North 00°59'01" East, 41.38 feet; thence South 88°57'25" East, 365.73 feet; thence South 01°05'29" West, 41.19 feet; thence South 88°56'02" East, 77.51 feet; thence South 01°07'20" West, 96.08 feet; thence North 88°52'33" West, 60.24 feet; thence South 16°23'37" West, 32.25 feet; thence North 73°36'23" West, 14.26 feet; thence South 16°06'04" West, 167.70 feet; thence South 01°08'06" West, 191.19 feet to the South line of the NW ¼ of said SW ¼; thence North 88°51'54" West, along said South line, 424.14 feet to the point of beginning, containing 5.300 acres, more or less.

Situated in the State of Indiana, in the County of Lake and in the City of Hobart:

Description of George Earle Elementary School

The Southeast Quarter of the Northeast Quarter of Section 25, Township 36 North, Range 8 West of the 2nd Principal Meridian, excepting the North 204.32 feet thereof, containing 34.019 acres more or less, all in the City of Hobart, Lake County, Indiana.

Description No.	State Parcel No.	Local Parcel No. (Map No.)
Pt. SE NE 22.019A S25 T36 R8	450825276001.000018	27-17-0035-0029
Pt. SE NE S25 T36 R8 2.30A	450825276003.000018	27-17-0035-0034
S.635.21ft of E822.97ft of SE NE S25 T36 R8	450825276002.000018	27-17-0035-0032