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BY: JAS
PG # : 6

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Ann Marie Woolwine (219) 227-6070
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Krieg DeVault LLP 8001 Broadway, Suite 400 Merrillville, IN 46410

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME HP MUNSTER INVESTMENT LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 10057 Devon Street			
	CITY Munster	STATE IN	POSTAL CODE 46321 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS			
	CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Peoples Bank			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 9204 Columbia Avenue			
	CITY Munster	STATE IN	POSTAL CODE 46321 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See attached Exhibit "A"

5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
PBSB-8 (Lake County, IN)

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

HP Munster Investment LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

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

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

16. Description of real estate:

SEE ATTACHED EXHIBIT "B"

17. MISCELLANEOUS:

PBSB-8 (Lake County, IN Recorder's Office)

International Association of Commercial Administrators (IACA)

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EXHIBIT "A"

All of Debtor's rights, title and interest (whether now owned or hereafter acquired) in, to and under:

- (a) The real estate described on Exhibit B attached hereto (the "Land");
- (b) All fixtures and articles of personal property forming a part of or used in connection with the Land or the Improvements (as defined below), excluding such property which is, pursuant to written leases, the sole property of tenants on the Premises and which such tenants are permitted or obligated to remove from the Premises upon termination of their respective leases, and all other interests of Debtor with respect to any fixtures and/or articles of personal property forming a part of or used in connection with the Land or the Improvements (the "Fixtures");
- (c) All improvements of every nature whatsoever now or hereafter situated on the Land, and all Fixtures now or hereafter located thereon, or used or intended to be used in connection with, the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Debtor in and to any such personal property or fixtures, together with the benefit of any deposits or payments now or hereafter made on such personal property or Fixtures by the Debtor, excluding interests of tenants on the Premises in and to improvements which are, pursuant to written leases, the sole property of tenants on the Premises and which such tenants are permitted or obligated to remove from the Premises upon termination of their respective leases (the "Improvements"); (the Land, Improvements, and Fixtures are referred to collectively herein as the "Premises");
- (d) All rights of Debtor in any goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Premises and/or all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of Debtor related to the Premises or any part thereof, and all accounts and monies held by and/or in the possession of Peoples Bank for the benefit of Debtor or otherwise held pursuant to any of the Loan Documents (all of the foregoing is herein referred to collectively as the "Intangibles");
- (e) All rights of Debtor to rents, issues, profits, royalties, avails, income and other benefits derived or owned by Debtor directly or indirectly from the Land, the Improvements, the Leases (defined below), and all proceeds of sale or other disposition of the Collateral or any portion thereof (all of the foregoing is herein collectively called the "Rents");
- (f) All rights of Debtor as lessor under all subleases, leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any of such items (all of the foregoing is herein referred to collectively as the "Leases");
- (g) To the extent assignable, all rights and interests of Debtor in and to any and all service and other agreements relating to the operation, maintenance, and repair of the Premises or the buildings and improvements thereon ("Service Agreements");

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(h) All rights and interests of Debtor in and to any plans, specifications, architectural renderings, drawings, foundation licenses, building licenses, and all other licenses and permits issued by governmental entities with respect to construction and rehabilitation of Improvements, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Debtor, or otherwise in connection with the Premises and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the Collateral (as defined below) or construction of additional improvements thereto (the "Plans");

(i) All rights and interests of Debtor in and to unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part hereof into cash or liquidated claims, including, without limitation, all proceeds of casualty, liability, hazard and/or title insurance and all awards and compensation hereafter made to the present and all subsequent owners of the Collateral by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets;

(j) All rights and interests of Debtor in and to judgments, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; all rights of Debtor to compensation, awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (ii) any damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or of a portion of the Premises, or (iii) the alteration of the grade of any street or highway on or about the Premises or any part thereof; all rights of Debtor in and to any proceeds of any sales or other dispositions of the Premises or any part thereof (collectively "Awards");

(k) All rights and interests of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Premises, hereafter acquired by, or released to, Debtor or otherwise constructed, assembled or placed on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;

(l) All rights of Debtor in and to any proceeds of any of the foregoing, including, without limitation, all judgments, awards, damages and settlements hereafter made resulting from condemnation or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof, together with the right, title and interest of Debtor whatsoever to receive the foregoing; and

(m) All of the following collateral, as the same is described in the Continuing Security Agreement between the parties:

All Accounts, all amounts receivable under loans or advances made by Debtor, all Chattel Paper, all Deposit Accounts, all Goods, including without limitation all Goods repossessed from or returned by an Account Debtor, whose sale, lease, or other disposition by Debtor have given rise to Accounts, all Instruments, all Inventory, all Equipment, all General Intangibles and other intangible assets, including, without limitation, all tax refunds, tax refund claims, other refunds and refund claims, other claims, causes of action, indemnification rights, reversionary rights, contract

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rights, goodwill, covenants not to compete, prepaid expenses, trade secrets, computer programs, customer lists, trade names, service marks, trademarks, licenses, copyrights, patents and patent and trademark applications and registrations, and guarantees, liens and security with respect to any Accounts, all Vehicles, all Furniture, all books and records (including, without limitation, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the foregoing, in each case, whether now or hereafter acquired, and wherever now or hereafter located, and the products and proceeds therefrom, including, without limitation, cash collections and casualty, all business interruption and other insurance proceeds, including unearned premiums. All the aforesaid property and the products and proceeds therefrom are individually and collectively called the "Collateral". No property of any kind owned by any tenants under Property leases or any property manager shall be part of the Collateral.

Property of Lake County Recorder

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Exhibit B – Legal Description

Parcel I;

Lot 2, in Maple Leaf Crossing, a Planned Unit Development to the Town of Munster, as per the plat thereof, recorded at Plat Book 114, Page 03, in the Office of the Recorder of Lake County, Indiana. Assigned as Instrument No. 2021-006822, as amended by Maple Leaf Crossing Plat of Amendment, dated April 29, 2021 and recorded April 30, 2021 as Instrument No. 2021-034903, as per plat thereof, recorded in Plat Book 114, Page 23 in the Office of the Recorder of Lake County, Indiana.

Parcel II: Easement interest only as to a non-exclusive, indivisible, perpetual easement in the Common Areas, Outlots A and B, as set forth in more detail in the Declarations, Development Standards, Covenants and Restrictions of Maple Leaf Crossing as amended as Instrument No. 2021-045208 as per plat thereof, recorded in Plat Book 114, Page 50 all in the Office of the Recorder of Lake County, Indiana.

Commonly known as 9420 Calumet Avenue, Munster, IN 46321

Property of Lake County Recorder