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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) MICHAEL A. VALINETZ 317.639.6151
B. E-MAIL CONTACT AT FILER (optional) MICHAEL A. VALINETZ@DINSMORE.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) DINSMORE & SHOHL LLP ONE INDIANA SQUARE, SUITE 1800 INDIANAPOLIS, INDIANA 46204-4208

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

CREEKSIDE MEADOWBROOK PROPERTIES, LLC

OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5975 CASTLE CREEK PARKWAY N. DR. #100	CITY INDIANAPOLIS	STATE POSTAL CODE IN 46250	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

MERCHANTS BANK OF INDIANA

OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 410 N. MONON BLVD., 4TH FLOOR	CITY CARMEL	STATE POSTAL CODE IN 46032	COUNTRY USA

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

See UCC Addendum, Extension Sheet and Exhibit "A" attached hereto and any reference incorporated herein.

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 Transmilling 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"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailee <input type="checkbox"/> Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

Lake County Recorder, Indiana (400109-3405 Creekside at Meadowbrook)

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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

CREEKSIDE MEADOWBROOK PROPERTIES, 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):

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 Extension Sheet and Exhibit "A" attached hereto and by reference incorporated herein.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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UCC FINANCING STATEMENT EXTENSION SHEET

This Financing Statement relates to an obligation secured by both a mortgage upon real estate filed for record in the Office of the Recorder of Lake County, Indiana and a security interest in personal property collateral and fixtures.

This Financing Statement covers fixtures and is to be indexed in the real estate records of the County in which the real estate is situated and indexed in the UCC Records.

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:

- 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;
- B. 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 without limitation (i) all surface and subsurface soils, (ii) all minerals, elements, oil, gas, and other commercially valuable substances which may be in, under or produced from any part of the Real Estate, (iii) all air rights, and (iv) all water and water rights;
- C. 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 and the interests, estates and other rights and claims described in paragraphs A through C are 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);
- D. All leases, subleases, subtenancies, licenses, occupancy agreements and other 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");
- E. All present and future guaranties of the performance of any lessee under any of the Leases and all letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with any of the Leases;
- F. 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

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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;

- G. 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;
- H. 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;
- I. 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, and all funds of Debtor from time to time on deposit with Lender;
- J. All present and future building permits, operating permits, variances, licenses, governmental permits and approvals, utility permits, certificates of occupancy, and other permits, approvals and authorizations now or hereafter issued in connection with and the development, construction, equipping, maintenance or operation of the Premises;
- K. All present and future contracts or agreements relating to the design, development, construction, furnishing, equipping, operation, use or maintenance of the Premises, including without limitation all construction contracts and subcontracts, architectural contracts, engineering contracts and other design contracts and purchase agreements;
- L. All present and future contractor's, subcontractor's and supplier's warranties, guarantees of performance and undertakings with respect to services or materials furnished in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises;
- M. 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, including without limitation any present or future management agreement relating to the management or operation of the Premises;
- N. 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;
- O. All present and future contracts and agreements providing for financial incentives, grants, tax credits, loans, infrastructure development by third parties or other financial support in connection with the design, development, construction, equipping, operation, use or maintenance of the Premises, including without limitation all tax increment financing agreements, bond financing agreements, tax credit allocations and awards, agreements for payment in lieu of taxes and other governmental project agreements;

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- P. 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;
- Q. All proceeds and contract rights and payments payable to Debtor under any loan commitment for financing of the Premises;
- R. Any contract or agreement previously or hereafter entered into by Debtor (but specifically excluding any of Debtor's obligations or liabilities arising in connection with in any such contract or agreement) which is an interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement, including without limitation any contract or agreement relating to a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction;
- S. 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
- T. 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, Indiana.

Lake County Recorder

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EXHIBIT "A"

Legal Description

Parcel 1:

Part of Phase 8, Meadowbrook, Phases 5, 6, and 8, in the Town of Lowell, as per plat thereof, recorded in Plat Book 86, page 98, in the Office of the Recorder of Lake County, Indiana, described as commencing at the Southeast corner of said Phase 8; thence North 00 degrees 19 minutes 37 seconds West along the East line of said Phase 8 a distance of 12.01 feet to the Point of Beginning; thence North 88 degrees 28 minutes 22 seconds West parallel to the South line of said Phase 8 a distance of 780.50 feet; thence North 01 degree 31 minutes 38 seconds East, 235.86 feet; thence South 88 degrees 28 minutes 22 seconds East 105.96 feet; thence North 01 degree 18 minutes 28 seconds West 116.00 feet to the South R/W of Meadowbrook Drive; thence along the South R/W line of Meadowbrook Drive the following six courses: thence along a curve to the right with a radius of 726.00 feet, for an arc distance of 96.02 feet and having a chord bearing and distance of South 77 degrees 11 minutes 31 seconds East, 95.96 feet; thence South 73 degrees 24 minutes 10 seconds East 50.00 feet; thence along a curve to the left with a radius of 260.40 feet, for an arc distance of 213.26 feet and having a chord bearing and distance of North 83 degrees 08 minutes 10 seconds East, 207.35 feet; thence along a curve to the right with a radius of 234.18 feet, for an arc distance of 169.48 feet and having a chord bearing and distance of North 80 degrees 24 minutes 23 seconds East, 165.81 feet; thence South 67 degrees 54 minutes 19 seconds East, 52.62 feet; thence along a curve to the left with a radius of 538.01 feet, for an arc distance of 107.67 feet, and having a chord bearing and distance of South 84 degrees 35 minutes 37 seconds East, 107.49 feet to the Northeast corner of said Phase 8; thence South 00 degrees 19 minutes 37 seconds East along the East line of Phase 8 and the West line of Nichols Street 356.70 feet to the Point of Beginning.

Parcel 2:

Part of Phase 8, Meadowbrook, Phases 5, 6 and 8, in the Town of Lowell, as per plat thereof, recorded in Plat Book 86, page 98, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Phase 8; thence North 00 degrees 19 minutes 37 seconds West, along the East line of said Phase 8, a distance of 12.01 feet; thence North 88 degrees 28 minutes 22 seconds West, parallel to the South line of said Phase 8, a distance of 780.50 feet to the Point of Beginning; thence continuing North 88 degrees 28 minutes 22 seconds West, a distance of 504.30 feet; thence North 00 degrees 18 minutes 28 seconds West, a distance of 435.33 feet; thence North 89 degrees 41 minutes 32 seconds East, a distance of 315.10 feet to a point on the South right of way line of Meadowbrook Drive (60 feet wide); thence along said South right of way line the following three courses; Southeasterly along a curve concave to the Northeast, having a radius of 254.43 feet an arc distance of 217.19 feet (the chord of which bears South 64 degrees 01 minutes 11 seconds East, a chord distance of 210.65 feet) to a point of tangent; thence South 88 degrees 28 minutes 22 seconds East, a distance of 19.13 feet to a point of curve; thence Easterly along a curve concave to the South, having a radius of 726.00 feet an arc distance of 94.93 feet (the chord of which bears South 84 degrees 43 minutes 37 seconds East, a chord distance of 94.86 feet); thence South 00 degrees 18 minutes 28 seconds East, a distance of 116.00 feet; thence North 88 degrees 28 minutes 22 seconds West, a distance of 105.96 feet; thence South 01 degrees 31 minutes 38 seconds West, a distance of 235.86 feet to the point of beginning, all in the Town of Lowell, Lake County, Indiana.