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ASSIGNMENT OF RENTS

3911 Bdwy. Gary, Ind. 46409

FOR VALUE RECEIVED, the undersigned, hereby assign(s), transfer(s) and set(s) over to the American Security Corp. No. 5 Gary, Indiana, hereinafter called assignee, all of our right, title and interest in and to the rents, issues and profits due and to become due from the following described real estate, and all improvements now or hereafter placed thereon, situated in Lake County, Indiana, to wit: 1565 Taney Place Gary, Indiana (Street and Number or Box No. and R.F.D.)

MORE PARTICULARLY AND FULLY DESCRIBED AS FOLLOWS:

Randall 5th Addition Lot 35 and South 1/2 of 36 of Block 1

STOP

APR 22 8 56 AM '69 ANDREW J. NICKENKO RECORDER



THIS ASSIGNMENT IS UPON THE TERMS AND CONDITIONS ALL AS FOLLOWS:

- 1. This instrument is given not in payment of, but as collateral security for the payment of a promissory note of even date for the sum of \$ 4086.00 executed by the undersigned to assignee with interest at the rate of one and one-half per cent per month after maturity, court costs and attorney fees incurred in the protection or collection of said rents, or in the enforcement of said note, all without relief from valuation and appraisal laws, and to secure any note, and/or notes that may be given in renewal or extension of said note or any part or parts thereof or for interest and delinquent charges and attorney fees as may be provided in any such renewal or extension notes, and to secure any existing or future advances, liability and/or liabilities which may now be in existence or may hereafter be contracted for between any of the undersigned and assignee.
2. In the event of any default by the undersigned in the payment of any installment of said note, and any other liabilities of any of the undersigned to assignee then existing and if such default shall continue for sixty days, assignee shall have and is hereby given the right without notice or demand, to enter upon, take and keep possession of the said premises and to collect all the rents, issues and profits therefrom, either by its officers or by any other person duly authorized by it as agent for that purpose until all of said note, and any other liabilities of any of the undersigned to assignee then existing, together with interest, court costs, and attorney fees, as herein provided, have been fully paid and satisfied; and the undersigned hereby make(s), constitute(s) and appoint(s) assignee or its agents the attorney in fact of the undersigned and irrevocably give unto said attorney the right at such times, in such manner and on such terms as to said attorney may seem best with full power of substitution, either in its own name or in the name of the undersigned, to take all necessary steps by proceedings in court or otherwise, to collect all rentals; to cause the said premises to be vacated, and when vacant, to re-let said premises, and to do all such things and all other things necessary in the premises either by its own officers or by other parties duly authorized and appointed by it as agent for said purposes. This instrument shall be full authority to any tenant, lessee or occupant owing rentals assigned by this instrument to pay such rentals to assignee.
3. All moneys received by assignee by virtue of this instrument shall be by it applied upon principal or interest then due under said note and any other liabilities of any of the undersigned to assignee, and any sums so collected and not subject to disbursement as above provided, shall be paid over to the undersigned or their successors in interest.
4. There is HEREBY EXCLUDED from this assignment and from the operation thereof, all accrued rentals paid by each tenant, lessee, or occupant above mentioned prior to his, her, its or their receipt of a written notice from assignee (i) stating that said undersigned is in default; and (ii) requesting that rentals thereafter payable from such tenant, lessee or occupant shall be paid, when due, to assignee.
5. Failure or delay to exercise any right or option on the part of the assignee at the time of any default shall not be a waiver of the right to exercise such option at any time thereafter.
6. The undersigned warrant(s) and represent(s) that the undersigned is (are) the sole owner(s) of record in the name of the undersigned of the real estate hereinabove mentioned and described.

Dated this 18th day of April 19 69 STATE OF INDIANA } Walter Whitaker, Jr. Elma Jean Whitaker

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Walter Whitaker and Elma Whitaker, husband and wife

and acknowledged the execution of the above assignment this 18th day of April 19 69 My Commission Expires 4-27-69

This instrument prepared by John F. Illingworth