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Pol. 281071 x Pd  
Inv. 65702

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ASSIGNMENT OF RENTS

LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That HOUSING ASSOCIATES, INC., an Ohio corporation (Assignor) of Columbus, Ohio, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged and as additional security for the payment of a first mortgage loan held by JAY F. ZOOK, INC., do hereby assign unto JAY F. ZOOK, INC. (Assignee) all rents and security deposits to become due to said Assignor from any of the apartments to be constructed on the real estate known and described in Exhibit "A", a copy of which is attached hereto and made a part hereof, together with all leases, service contracts and insurance policies in connection therewith, on which said property Assignee now holds a first mortgage, and the said Assignor hereby delegates the following specific powers to the said Assignee.

INC., an Ohio corporation (Assignor) of Columbus, Ohio, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged and as additional security for the payment of a first mortgage loan held by JAY F. ZOOK, INC., do hereby assign unto JAY F. ZOOK, INC. (Assignee) all rents and security deposits to become due to said Assignor from any of the apartments to be constructed on the real estate known and described in Exhibit "A", a copy of which is attached hereto and made a part hereof, together with all leases, service contracts and insurance policies in connection therewith, on which said property Assignee now holds a first mortgage, and the said Assignor hereby delegates the following specific powers to the said Assignee.

1. The exclusive right to lease said property or any portion thereof.
2. To collect the rentals from the said property and to bring, prosecute and settle, in the name of the Assignor or in the name of the Assignee, summary proceedings for the removal of tenants or actions at law for recovery of rents or of any damage done to said premises or for the abatement of any nuisance thereon or thereabout, and to defend any action or proceeding brought against it, or said Assignor arising out of the operation of said premises.
3. To make necessary repairs and alterations to the buildings thereon and to pay to the said Assignee monies due or to become due to it for the cost of such repairs and alterations and for any and all delinquent payments on said Assignee's mortgage, taxes, assessments, utilities, insurance

FOR MORTGAGE SEE DOC. #76160

STOP



OCT 15 1 32 PM '70  
ANDREW J. LINDEN  
RECORDER

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premiums, including any sums advanced for any of said items on said real estate by it deemed necessary to protect itself against loss by reason of its management of said property and to the payment of any arrearages then existing under any mortgage held by said Assignee on the above described real estate.

**STOP**

IT IS MUTUALLY COVENANTED AND AGREED between the parties hereto that this Assignment shall cease to operate and shall cease to be of effect when the first mortgage referred to above shall have been fully paid, satisfied and released of record.



IT IS FURTHER MUTUALLY COVENANTED AND AGREED by and between the parties hereto that nothing herein contained shall be construed so as to effect or waive any rights that the Assignee may now or hereafter have under its mortgage and mortgage note, or under any other instrument or agreement, nor be construed as an extension of time of payment of said note.

IT IS FURTHER MUTUALLY AGREED that the Assignee shall in no way be liable to the Assignor for any act or omission by it in good faith hereunder except for its own gross negligence or willful misconduct, nor shall it be liable for any act or omission of its agents, servants, if due care is used by it in their selection.

THIS ASSIGNMENT may be terminated by Assignee at any time on notice by mail to Assignor.

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IN WITNESS WHEREOF, the Assignor has hereunto set their hand and seal this 28th day of September, 1970.

This Document is the property of the Lake County HOUSING ASSOCIATES, INC.

*Mary E. Jones*  
\_\_\_\_\_

BY: *Donald H. Tishman*  
DONALD H. TISHMAN, President

*Edward Mamrack*  
\_\_\_\_\_

BY: *W. Scott Haynes, Sr.*  
W. SCOTT HAYNES, Secretary

STATE OF OHIO  
COUNTY OF CUYAHOGA

SS:

BEFORE ME, a NOTARY PUBLIC, in and for said County, personally appeared the above named DONALD H. TISHMAN and W. SCOTT HAYNES, known to me to be respectively the President and Secretary of HOUSING ASSOCIATES, INC., a Corporation, who acknowledged that they and by them as its officers, the President and Secretary, did sign and seal the foregoing instrument and that the same is their free act and deed as such officers, and the free act and deed of said Company, authorized by its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 28th day September, of 1970.

*Edward Mamrack*  
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NOTARY PUBLIC  
EDWARD MAMRACK, ATTORNEY  
Notary Public, State of Ohio  
My commission has no exp. date.  
Sec. 147.03, Rev. Code

This instrument prepared by:  
Edward Mamrack, Attorney

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THAT part of the West Half of Section 21, Township 36, North, Range 8, West of the 2nd P.M., in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point which is 610 feet North of the South line of the Northwest Quarter of the said Section 21, and which is 1284.4 feet East of the West line of said Section 21, said point of beginning being the intersection of the South line of 32nd Avenue with the West line of Pierce Street, thence West along the South line of 32nd Avenue, a distance of 250 feet, thence South and parallel to the West line of said Section 21, a distance of approximately 610.00 feet to the North line of the Southwest Quarter of Section 21, Township 36 North, Range 8 West of the 2nd P.M., thence Easterly along said Quarter Section line a distance of approximately 250 feet to the West line of Pierce Street, thence North and parallel to the West line of said Section 21 and the West line of Pierce Street, a distance of 610.00 feet, more or less, to the point of beginning.

