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It is further agreed that said Trustee shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of said Trustee for failure to rent the real estate or any part thereof, or for failure to make collection of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to said Trustee only and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting, the correctness of the books and records of said Trustee shall be deemed conclusive.

It is further understood and agreed that said Trustee shall, in the exercise of its control and management of the real estate hereinabove described, be deemed the agent of the Developer and shall not be liable for any damage to any person or property where such damage arises out of the operation of or in connection with the said real estate.

It is further understood and agreed that the acceptance by said Trustee of any payments under any lease or contract with reference to the said real estate from any tenant or other person shall not bar or abridge any of the right of said Trustee under its mortgage.

This contract shall remain in full force and affect so long as the above-described mortgage remains an enforceable lien; and in the event of foreclosure, then during the period of redemption after sheriff's sale and until recording of the sheriff's deed issued under such foreclosure proceedings. This agreement shall not affect the right of the Developer to redeem from foreclosure of said mortgage, but such redemption shall not terminate this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by said Trustee, with interest as above mentioned, have been fully paid to it. In the event of the termination of this agreement, the Developer will approve and accept any and all outstanding leases made by said Trustee and/or its agent, but only to the extent of a period of one (1) year from the date of the termination of this agreement.

The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the said real estate, and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

All moneys received by the Trustee by virtue of this instrument shall be deposited in the Bond Fund created by that certain Indenture of Trust (the "Indenture") between the Town of Merrillville, Indiana and the Trustee dated as of July 1, 1979, with such money to be used and applied in payment of the principal of or interest due on the Town of Merrillville Economic Development Revenue Bond, Series A (Bruce L. Olsen Project) as provided in the Indenture.

It is understood and agreed that this agreement is not in payment of, but as collateral security for, the payment of the Series A Note and the Bonds and of said Mortgage on the real estate, and shall not be deemed to be any payment thereof except as to money actually received by said Trustee and applied as such payment under the terms of the Loan Agreement and the Trust Indenture; nor shall this agreement be deemed a waiver of any default occurring hereinafter in the full performance of the conditions of the said Loan Agreement, Trust Indenture or Mortgage; nor shall the application of any or all money received by said Trustee under this Conditional Assignment of Rentals toward curing such default in any manner waive such default or prevent exercise of any other rights granted to the Trustee under the Mortgage or the Trust Indenture.

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Notwithstanding that this instrument is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinbefore granted to said Trustee, it is agreed that so long as the Developer is not in default the Developer may collect and retain said rents, issues and profits; provided, however, in no event shall the Owner have authority to collect any rents, issues or profits for any period in excess of thirty (30) days after the date of any such collection; and provided further that if the real estate described in Exhibit "A" shall come into the hands of any officer of any court on any writ of any nature whatsoever against said real estate as the property of the Developer, then upon the happening of any one or more of such events, without any notice or election on the part of said Trustee being given, said Trustee shall have the immediate and automatic right to the management and control of the real estate and the improvements thereon to the full extent of all rights given to it under this agreement even though there is no existing default on the part of the Developer.

This Conditional Assignment of Rentals shall be in full force and effect from the date hereof and shall continue in effect so long as any of the bonds are outstanding as provided in the Trust Indenture.

IN WITNESS WHEREOF, the Developer has caused this Conditional Assignment of Rentals to be executed as of the day and year first above written.



BRUCE L. OLSEN

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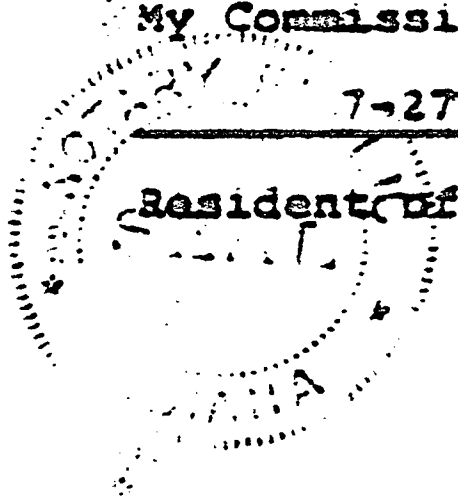
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 1st day of August, 1980, personally appeared BRUCE L. OLSEN, who acknowledged execution of the above and foregoing Conditional Assignment of Rentals as their free act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 1st day of August, 1980

Edward L. Burke
EDWARD L. BURKE, Notary Public

My Commission Expires:
7-27-84
Resident of Lake County



This instrument prepared by Edward L. Burke, Attorney At Law,
8585 Broadway, Suite 610, Merrillville,
Indiana 46410

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EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project consists and will consist of a one-story building containing approximately 24,000 square feet of floor space for use as an automobile sales and service facility, together with site improvements and machinery and equipment in connection therewith, all on the following described parcel of land:

Part of the Northwest quarter of the Southwest quarter of Section 20, Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, lying South of the South right-of-way line of U.S. Highway No. 30, more particularly described as follows:

Commencing on the South line of U.S. Highway No. 30, 423.5 feet West of the East line of the Northwest quarter of the Southwest quarter of said Section 20; thence South parallel to the East line of the Northwest quarter of the Southwest quarter of said Section 20 a distance of 926 feet; thence West parallel to the South line of U.S. Highway No. 30 a distance of 282 feet; thence North parallel to the East line of the Northwest quarter of the Southwest quarter of said Section 20 a distance of 926 feet; thence East along the South line of U.S. Highway No. 30, a distance of 282 feet to the point of beginning, EXCEPTING THEREFROM THE NORTH 40 FEET THEREOF.