

FOR ASSIGNMENT SEE DOC #
650345
618378

3921 W. 78th Court
Merrillville, IN

Assignment of Rents FOR CORPORATE TRUSTEE

618378

PUBLIC FEDERAL SAVINGS AND LOAN ASSOCIATION

Loan No. _____

The First Bank of Whiting
a corporation organized and existing under the laws of the State of Indiana

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned
in pursuance of a Trust Agreement dated February 6, 1981 and known as trust number 1593

in order to secure an indebtedness of One Hundred Sixty Thousand Dollars (\$ 160,000.00)

executed a mortgage of even date herewith, mortgaging to PUBLIC FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:

Lot 28 in Broadmoor, a Planned Unit Development, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 51 page 39, in the Office of the Recorder of Lake County, Indiana.

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the said Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

This assignment of rents is executed by said corporation not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said corporation hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this _____ day of _____, A.D. 19 _____

ATTEST:

Secretary

BY _____ Trustee as aforesaid and not personally

President

STATE OF _____
COUNTY OF _____
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
personally known to me to be the _____ President of

a corporation, and _____ personally known to me to be the
Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D. 19 _____

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
Laura L. Boomsma
Public Federal Savings & Loan
1400 Torrence Ave., Calumet City, IL 60409

For mortgage see doc 618378

RECORDED IN RECORD BOOK NO. _____

618378

ASSIGNMENT OF RENTS

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 5th day of February, A.D. 1981, creating Trust No. 1593; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by THE FIRST BANK OF WHITING, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against THE FIRST BANK OF WHITING, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said THE FIRST BANK OF WHITING has caused its name to be signed to these presents by its Second Vice President and its corporate seal to be hereunto affixed and attested by its Vice President the day and year first above written.

THE FIRST BANK OF WHITING, as Trustee
aforesaid and not personally,

BY: Ronald E. Lis
Ronald E. Lis, Second Vice President

ATTEST:
Robert C. Lahey
Robert C. Lahey, Vice President

STATE OF Indiana)
) SS:
COUNTY OF Lake)

I, Marilyn B. Dyke, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Ronald E. Lis of THE FIRST BANK OF WHITING, a state bank organized under the state banking laws of Indiana, and Robert C. Lahey of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth; and the said Robert C. Lahey did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of February, 1981.

My Commission Expires:
3/15/84

Marilyn B. Dyke
Marilyn B. Dyke
Lake County Resident NOTARY PUBLIC