

626465

3931 W. 77th Place  
Merrillville, IN

25 years  
7 yr. balloon

*Assignment of Rents*  
FOR CORPORATE TRUSTEE

*Public Fed 112  
1400 Journal  
Cal City*

3

107811-91

626465

PUBLIC FEDERAL SAVINGS AND LOAN ASSOCIATION

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 April 17, 1981 and known as trust number 1609  
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

Loan No. \_\_\_\_\_

PIONEER TITLE INS. CO.

the following described real estate Legal Attached:

Lot 39 in Broadmoor, a planned unit development, as shown in Plat Book 51, page 39, being part of the Northwest quarter of Section 19, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 19, Township 35 North, Range 8 West; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) on and along the East line of said Northwest Quarter Section, a distance of 1502.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 376.79 feet; thence South 49 degrees 25 minutes 02 seconds West a distance of 307.43 feet to the Northeast corner of Broadmoor Mini-Mall (a recorded plat); thence South 90 degrees 00 minutes 00 seconds West on and along the North line of said Broadmoor Mini-Mall, a distance of 328.54 feet to the Northwest corner of said Broadmoor Mini-Mall and a point on the East property line of land owned now or formerly by the Broadmoor Country Club; thence North 49 degrees 25 minutes 02 seconds East on and along the East line of said Broadmoor Country Club, a distance of 776.77 feet; thence North 00 degrees 52 minutes 58 seconds West on and along the East property line of said Broadmoor Country Club, a distance of 906.96 feet; thence North 62 degrees 04 minutes 55 seconds West on and along the East property line of said Broadmoor Country Club, a distance of 494.27 feet; thence North 00 degrees 00 minutes 00 seconds East on and along the East property line of said Broadmoor Country Club, a distance of 33.35 feet to the Northeast property corner of said Broadmoor Country Club and a point on the North line of said Northwest Quarter; thence South 88 degrees 12 minutes 00 seconds East on and along the North line of said Northwest Quarter, a distance of 300.00 feet to the point of beginning.

*for original check  
626465*

626465

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 expenses 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 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 \_\_\_\_\_  
As Trustee aforesaid and not personally  
Signature \_\_\_\_\_  
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 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 \_\_\_\_\_

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

44032-1 (1/1/74)  
32 ARCTI - Standard Corporate Trustee Form Assignment of Rents for use with Standard Mortgage  
Form 31 MCTI and Standard Promissory Instrument Note Form 31 NCTI

Notary Public

SAP Systems and Forms  
(American Savings & Accounting Supply, Inc.)

STATE OF ILLINOIS  
LANE COUNTY  
FILED IN REC'D  
APR 26 9 13 AM '74  
WILLIAM BIELSKI  
RECORDER  
Notary Public  
the undersigned



