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416 E. 86th Ave

Merrillville, Indiana

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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SECONDARY ASSIGNMENT OF LEASES AND RENTS

This Secondary Assignment is made this 1st day of July, 1981, by LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT dated June 6, 1978 and known as TRUST NO. 2696, (herein called the "Assignor"), to FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, of the City of East Chicago, County of Lake and State of Indiana, a corporation organized and existing under the laws of the United States of America, (herein called the "Assignee").

WHEREAS, the Assignor has executed and delivered to the Assignee a Promissory Note dated June 1, 1981 in the principal amount of \$900,000.00 (herein called the "Note"); and,

WHEREAS, to secure payment of the Note, the Assignor has executed and delivered to the Assignee a Second Mortgage dated June 1, 1981 (herein together with all future amendments and supplements thereto, called the "Second Mortgage"), covering certain property (herein called the "Property") which, among other things, includes the real estate described in Exhibit A attached hereto and the buildings, improvements, fixtures and personal property now or hereafter located thereon; and,

WHEREAS, the Assignee, as a condition to making the loan evidenced by the Note, has required the execution of this Secondary Assignment; and,

WHEREAS, Assignor has also executed a Promissory Note and First Mortgage to The Northwestern Mutual Life Insurance Company, (herein called "Northwestern"), secured by the Property and further secured by a Primary Assignment of Leases and Rents to Northwestern, (herein called "Primary Assignment").

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of Ten Dollars and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer and assign to the Assignee all of the right, title and interest of the Assignor in and to (i) any and all present and future leases or tenancies, whether written or oral, covering or affecting any or all of the Property, (all of which, together with any and all extensions, modifications and renewals thereof, are hereinafter collectively referred to as the "Leases" and each of which is referred to as a "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable and to become due or payable to the Assignor by virtue of the Leases, or otherwise due or payable and to become due or payable to the Assignor as the result of any use, possession of occupancy of all or any portion of the Property or as the result of the use or lease of any personal property constituting a part of the Property (all of which are hereinafter collectively referred to as "Rents"), whether the Rents accrue before or after foreclosure of the Mortgage or during the period of redemption, if any, thereof, all for the purpose of securing:

- (a) Payment of all indebtedness evidenced by the Note and all other sums secured by the Second Mortgage or this Secondary Assignment; and
- (b) Performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein and in the Second Mortgage.

This Secondary Assignment is subject to all the right, title and interest of Northwestern arising out of or by reason of the Primary Assignment to Northwestern.

THE ASSIGNOR WARRANTS AND COVENANTS that, except as provided in this Secondary Assignment and the Primary Assignment, it is and will remain the absolute owner of the Leases and Rents free and clear of all liens and encumbrances; that it has not heretofore assigned or otherwise encumbered its interest in any of the Leases or Rents, except for the Primary Assignment to Northwestern; that it has the right, power and authority under applicable law, under the Leases, and otherwise to execute and deliver this Secondary Assignment and keep and perform all of its obligations hereunder; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising.

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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The Assignor further covenants and agrees with the Assignee as follows:

1. Performance of Leases. The Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it is now or hereafter becomes liable to observe or perform under any Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease. The Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property. The Assignor will give prompt written notice to the Assignee of any notice of default on the part of the Assignor with respect to any Lease received from the tenant thereunder, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Assignor or any tenant thereunder. The Assignor will not lease or otherwise permit the use of all or any portion of the Property for rent that is below the fair market rent for such property.

2. Collection of Rents. The Assignor will not collect or accept any Rents for the use or occupancy of the Property for more than one month in advance. Security deposits shall not be deemed Rents for the purpose of this paragraph.

3. Protecting the Security of this Secondary Assignment. If an Event of Default shall occur, the Assignee, but without obligation to do so and without releasing the Assignor from any obligation hereunder, may make or do the same in such manner and to such extent as the Assignee may deem appropriate to protect the security hereof, including, specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. The Assignor will pay immediately upon demand all sums paid by the Assignee under the authority of this Secondary Assignment, together with interest thereon at the Default Rate as defined in the Note, and the same shall be added to said indebtedness and shall be secured hereby and by the Second Mortgage and the Assignor shall reimburse the Assignee therefor immediately upon demand.

4. Present Secondary Assignment. Subject to the rights of Northwestern this Secondary Assignment shall constitute a perfected, absolute and present secondary assignment, provided that the Assignor shall have the right to collect, but not prior to accrual (except as permitted by paragraph 2 above), all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur. Any Rents which accrue prior to an Event of Default under the Second Mortgage but are paid thereafter shall be paid to the Assignee.

5. Default; Remedies. Event of Default is hereby defined as any default by Assignor under the Note or Second Mortgage or the breach of any warranty, covenant or agreement contained in this Secondary Assignment. Upon the occurrence of any Event of Default, the Assignee may at its option, at any time, subject to the rights of Northwestern under its Primary Assignment and First Mortgage:

(a) in the name, place and stead of the Assignor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property, (ii) make, enforce, modify and accept surrender of the Leases, (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of the Assignor under the Leases, and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Secondary Assignment.

(b) with or without exercising the rights set forth in subparagraph (a) above, collect Rents under the Leases and give, or require the Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to the Assignee.

(c) without regard to waste, adequacy of the security or solvency of the Assignor, apply for, and the Assignor hereby consents to, the appointment of a receiver of the Property, whether or not foreclosure proceedings have been commenced under the Second Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred (for purposes of this agreement, "foreclosure" shall refer to judicial foreclosure, a sale by advertisement or any other manner provided by the laws of the state in which the Property is located).

The exercise of any of the foregoing rights or remedies and the application of the Rents, pursuant to paragraph 6 shall not cure or waive any Event of Default (or notice of default) under the Second Mortgage or invalidate any act done pursuant to such notice.

6. Application of Rents. Subject to the rights of Northwestern all Rents collected by the Assignee or the receiver each month shall be applied as follows:

(a) to payment of all reasonable fees of the receiver approved by the court or, in the event a receiver has not been appointed, to expenses incurred by Assignee in collecting Rents,

(b) to payment of all tenant security deposits then owing to tenants under any of the Leases,

(c) to payment of all prior or current real estate taxes and special assessments with respect to the Property, or if the Second Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due,

(d) to payment of all premiums then due for the insurance required by the Second Mortgage, or if the Second Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due,

(e) to payment of expenses incurred for normal maintenance of the Property,

(f) if received prior to any foreclosure sale of the Property, to the Assignee for payment of the indebtedness secured by the Second Mortgage or this Secondary Assignment, but no such payment made after acceleration of the indebtedness shall affect such acceleration,

(g) if received with respect to the period after a foreclosure sale of the Property, to the purchaser at the foreclosure sale.

The rights and powers of the Assignee under this Secondary Assignment and the application of Rents under this paragraph 6 shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action.

7. No Liability for Assignee. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of the Assignor under the Leases. This Secondary Assignment shall not operate to place upon the Assignee responsibility for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases. The Assignee shall not be responsible or liable for any waste committed on the Property, for any dangerous or defective condition of the Property, for any negligence in the management, upkeep, repair or control of said Property or for failure to collect the Rents.

8. Assignor's Indemnification. The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless for any and all claims, demands, liability, loss or damage (including all costs, expenses, and reasonable attorney's fees in the defense thereof) asserted against, imposed on or incurred by the Assignee in connection with or as a result of this Secondary Assignment or the exercise of any rights or remedies under this

Secondary Assignment or under the Leases or by reason of any alleged obligations or undertakings of the Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, the amount thereof, together with interest thereon at the Default Rate defined in the Note, shall be added to said indebtedness and shall be secured hereby and by the Second Mortgage and the Assignor shall reimburse the Assignee therefor immediately upon demand.

9. Authorization to Tenant. Subject to the rights of Northwestern upon notice from the Assignee that it is exercising the remedy set forth in paragraph 5(b) of this Secondary Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to the Assignee all sums due under the Leases, and the Assignor hereby consents and directs that said sums shall be paid to the Assignee without the necessity for a judicial determination or other evidence that an Event of Default has occurred or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee, the Assignor agrees that the tenant shall have no further liability to Assignor for the same. The signature of the Assignee alone shall be sufficient for the exercise of any rights under this Assignment and the receipt by the Assignee alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property for all sums paid to the Assignee. Payment of all or any part of the Rents paid under this Assignment shall upon such notice from the Assignee be drawn to the exclusive order of the Assignee.

10. Satisfaction. Upon the payment in full of all indebtedness secured hereby as evidenced by a recorded satisfaction of the Second Mortgage executed by the Assignee, this Secondary Assignment shall, without the need for any further satisfaction or release, become null and void and be of no further effect.

11. Assignee an Attorney-In-Fact. Subject to the rights of Northwestern the Assignor hereby irrevocably appoints the Assignee, and its successors and assigns, as its agent and attorney-in-fact, which appointment is coupled with an interest, with the right but not the duty to exercise any rights or remedies hereunder and to execute and deliver during the term of this Secondary Assignment such instruments as the Assignee may deem appropriate to make this Secondary Assignment and any further assignment effective, including without limiting the generality of the foregoing, the right to endorse on behalf and in the name of the Assignor all payments of Rents that are made payable to the Assignor.

12. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Secondary Assignment shall be construed as constituting the Assignee a mortgagee in possession.

13. Specific Assignment of Leases. Subject to the rights of Northwestern the Assignor will transfer and assign to the Assignee, upon written notice by Assignee, any and all specific Leases that the Assignee requests. Such transfer and assignment by the Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and the Assignor will properly file or record such assignments, at the Assignor's expense, if requested by the Assignee.

14. Subject Matter of Secondary Assignment. The Assignor recognizes and the Assignee acknowledges that the benefits and lease proceeds assigned to Northwestern by reason of the Primary Assignment may be greater than the amount necessary to protect the interests of Northwestern. If Northwestern at any time exercises its rights under the Primary Assignment, this Secondary Assignment shall be deemed to convey only the excess of funds not necessary to protect the interests of Northwestern pursuant to the Primary Assignment. This Secondary Assignment, however, shall in no way restrict, diminish or impair the Primary Assignment to Northwestern and any conflict between the Primary Assignment to Northwestern and the Secondary Assignment shall be resolved strictly in favor of the Primary Assignment.

15. Unenforceable Provisions Severable. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Secondary Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Secondary Assignment shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby.

16. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective heirs, successors and assigns of the Assignor and the Assignee.

17. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Secondary Assignment are for convenience only and shall not be used to interpret or define the provisions of this Assignment. This Secondary Assignment can be amended only in writing signed by the Assignor and the Assignee. Any notice from the Assignee to the Assignor under this Secondary Assignment shall be deemed to have been given when mailed or delivered to the Assignee at Assignee's address contained in this Assignment or the Second Mortgage or to the address of the Property.

18. Waiver of Liability. This Secondary Assignment is executed by LAKE COUNTY TRUST COMPANY, not personally, but as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (said Trustee hereby warrants that it possesses full power and authority to execute this Secondary Assignment) and nothing contained in this Secondary Assignment, the Note or the Second Mortgage shall be construed as creating any personal liability on said Trustee to pay the indebtedness or to perform any covenants contained in this Secondary Assignment, the Note or Second Mortgage, either express or implied, all such liability being expressly waived; however, this waiver shall in no way affect the personal liability of any other obligor, endorser or guarantor of the Note. Notwithstanding any provision contained in this Secondary Assignment, the Note or the Second Mortgage to the contrary, Assignee agrees that in the event it shall take action to enforce the collection of the indebtedness, its recourse shall be limited to the proceeds from the sale of the Property and the proceeds realized by Assignee in exercising its rights and remedies under separate guarantees, if any, this Secondary Assignment and any other security or agreement given as additional collateral to secure the indebtedness. If such proceeds are insufficient for payment of the indebtedness, Assignee will never institute any action, suit, claim or demand in law or in equity against said Trustee for or on account of such deficiency, provided, however, that the provisions contained in this paragraph shall not in any way affect or impair the validity or enforceability of the indebtedness nor the lien created by the Mortgage.

IN WITNESS WHEREOF, the Assignor has executed this Secondary Assignment as of the day and year first above written.

LAKE COUNTY TRUST COMPANY, as Trustee
under Trust Agreement dated June 6, 1978 and
known as Trust No. 2696

BY:

Donna L. Campbell
DONNA L. CAMPBELL, AS TRUST OFFICER

ATTEST:

BY:

Anah L. Taggart
ANAH L. TAGGART, AS ASSISTANT SECRETARY

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

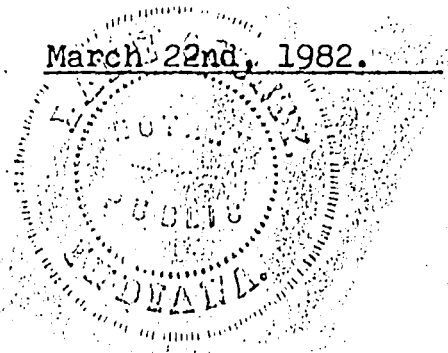
I, Ruth E. Carlson, a Notary Public in and for said County and State, do hereby certify that Donna L. Campbell and Anah L. Taggart, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Assistant Secretary respectively, of Lake County Trust Company the Trustee named as Mortgagor therein, and known to me to be such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto by authority of its Board of Directors, as of their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, as Trustee as aforesaid.

Given under my hand and notarial seal this 29th day of June, 1981.

Ruth E. Carlson
Ruth E. Carlson - NOTARY PUBLIC
RESIDENT OF Lake COUNTY

MY COMMISSION EXPIRES:

March 22nd, 1982.



This instrument prepared by Bruce E. Sayers, Attorney at Law, 5525 Broadway, Merrillville, Indiana 46410.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company because of this instrument or as a result of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

In making the warranties herein the trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including these warranties in this agreement.

This instrument gives the mortgagee the authority to execute certain instruments for the Lake County Trust Company, as Trustee under Trust No. 2696 when certain conditions are shown to exist. It is understood by and between the parties to this instrument and their successors and assigns that the Lake County Trust Company is not personally liable by reason of any such instruments and that copies of all such instruments will be furnished immediately upon execution to Lake County Trust Company, P.O. Box 110, Crown Point, Indiana 46307.

"EXHIBIT A"

Lake County Trust Company, as Trustee under Trust No. 2696 is the owner of record of the following described real estate known as "Market Place":

A parcel of land in the Northeast quarter of Section 5, Township 34 North, Range 3 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 5; thence North 0° 04' 00" East, 1250.10 feet along the West line of the Northeast Quarter of said Section 5 to the Point of Beginning; thence South 89° 56' 00" East, 85.0 feet to the beginning of a 95.0 foot radius curve, the center of which bears North 0° 04' 00" East; thence Easterly 48.32 feet along the arc of said curve through a central angle of 29° 08' 30"; thence North 60° 55' 30" East, 64.0 feet; thence South 29° 04' 30" East, 377.34 feet to the beginning of a 55.0 foot radius curve, the center of which bears North 60° 55' 30" East; thence Southeasterly 57.59 feet along the arc of said curve through a central angle of 60° 00' 00"; thence South 89° 04' 30" East, 138.57 feet; thence North 9° 04' 30" West, 62.73 feet to the beginning of a 20.0 foot radius curve, the center of which bears North 80° 55' 30" East; thence Northeasterly 34.79 feet along the arc of said curve through a central angle of 99° 40' 30"; thence South 89° 24' 00" East, 258.29 feet to the beginning of a 20.0 foot radius curve, the center of which bears South 0° 36' 00" West; thence Southeasterly 23.39 feet along the arc of said curve through a central angle of 67° 01' 00"; thence South 22° 23' 00" East, 146.10 feet to the beginning of a 55.0 foot radius curve, the center of which bears North 67° 37' 00" East; thence Southeasterly 46.08 feet along the arc of said curve through a central angle of 48° 00' 00"; thence South 70° 23' 00" East, 20.0 feet to the West Right-of-Way line of Merrillville Road; thence North 19° 37' 00" East, 126.32 feet along said West Right-of-Way line to the Westerly Right-of-Way line of the Erie Lackawanna Railroad; thence North 28° 59' 30" West, 1175.04 feet along said Westerly Right-of-Way line to the North line of Lot 9 in Smith's Addition of Outlots to the Town (now City) of Crown Point; thence North 89° 22' West along said North line, 192.20 feet; thence South 0° 04' West, 125.0 feet; thence North 89° 22' West, 229.59 feet to the West line of the Northeast Quarter of said Section 5; thence South 0° 04' West along said West line, 606.89 feet to the Point of Beginning.

Also including the following road Right-of-Way: A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 5; thence North 0° 04' 00" East 1,210.10 feet along the West line of the Northeast 1/4 of said Section 5, to the Point of Beginning; thence North 0° 04' 00" East 40.0 feet along the West line of the Northeast 1/4 of said Section 5; thence South 89° 56' 00" East 85.0 feet to the beginning of a 95 foot radius curve, the center of which bears North 0° 04' 00" East; thence Easterly 48.32 feet along the arc of said curve through a central angle of 29° 08' 30"; thence North 60° 55' 30" East 64.00 feet; thence South 29° 04' 30" East 377.34 feet to the beginning of a 55 foot radius curve, the center of which bears North 60° 55' 30" East; thence Southeasterly and Easterly 57.59 feet along the arc of said curve through a central angle of 60° 00' 00"; thence South 89° 04' 30" East 138.57 feet; thence South 9° 04' 30" East 153.57 ft. to the beginning of a 98.53 foot radius curve, the center of which bears North 80° 55' 30" East; thence Southeasterly and Easterly 138.13 feet along the arc of said curve through a central angle of 80° 19' 30"; thence South 89° 24' 00" East 225.13 feet to the Westerly Right-of-Way of Merrillville Road; thence South 19° 37' 00" West 47.39 feet; thence North 89° 24' 00" West 209.69 feet; thence North at right angles to said last mentioned course bearing North 0° 36' 00" East 4.80 feet to the

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beginning of a 138.53 foot radius non-tangent curve, the center of which bears North $0^{\circ} 36' 00''$ East; thence Northwesterly 194.21 feet along the arc of said curve through a central angle of $80^{\circ} 19' 30''$; thence North $9^{\circ} 04' 30''$ West 103.22 feet to the beginning of a 20.00 foot radius curve, the center of which bears South $80^{\circ} 55' 30''$ West; thence Northwesterly and West 27.93 feet along the arc of said curve through a central angle of $80^{\circ} 00' 00''$; thence North $89^{\circ} 04' 30''$ West 88.22 feet to the beginning of a 95 foot radius curve, the center of which bears North $0^{\circ} 55' 30''$ East; thence Northwesterly 99.48 feet along the arc of said curve through a central angle of $60^{\circ} 00' 00''$; thence North $29^{\circ} 04' 30''$ West 317.34 feet to the beginning of a 20.00 foot radius curve, the center of which bears South $60^{\circ} 55' 30''$ West; thence Northwesterly, Westerly and Southwesterly 31.42 feet along the arc of said curve through a central angle of $90^{\circ} 00' 00''$; thence South $60^{\circ} 55' 30''$ West 4.0 feet to the beginning of a 135 foot radius curve, the center of which bears North $29^{\circ} 04' 30''$ West; thence Southwesterly and West 68.66 feet along the arc of said curve through a central angle of $29^{\circ} 08' 30''$; thence North $89^{\circ} 56' 00''$ West 85.0 feet to the Point of Beginning, excepting from the above-described parcel and road right-of-way the West 20 feet thereof which lies within the right-of-way of Indiana Highway #55 (also known as Main Street).

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