



the Debtor of all the terms and conditions in the Mortgage given by the Debtor to the Bank as security for said Note.

MOREOVER, in order to implement this assignment and provide the security interest intended to be effected hereby, the Debtor agrees to and with the Bank as follows:

1. That this assignment, until released by the Bank in writing, shall cover all future leases, whether written or verbal, and any letting of, or any agreement for the use of or occupancy of, any part of the real estate described above, including the improvements thereon or hereafter placed thereon.
2. That the Debtor will not assign the rent or any part of the rent of the real estate and premises covered by this instrument, nor cancel or amend any lease now in existence or hereafter made of said real estate or any part thereof, nor will the Debtor collect rents thereunder for a period further in advance than thirty (30) days, without the written consent of the Bank, nor will the Debtor consent to the assignment by any lessees of any interest in their leases which will relieve them of liability for the payment of rent thereunder and the performance of the terms and conditions therein to be kept and performed by the lessees, nor will the Debtor do any act or thing whereby it will violate any of its obligations under the leases of said real estate or any part thereof, but the Debtor agrees that it will keep and perform all acts and things on its part to be kept and performed under said leases in order for said leases to be kept in full virtue, force and effect.
3. That the Debtor does hereby authorize and empower the Bank, and the Bank's successors and assigns, or the legal holder of the Note aforesaid, in the event of default by the Debtor in payment of the Note aforesaid or performance of the Mortgage aforesaid without notice to the Debtor, to collect all of the rents, issues and profits, now due or which may hereafter become due under or by virtue of any leases, whether written or verbal, or any letting of, or agreement for the use or occupancy on any part of the real estate covered by this instrument, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits.
4. That any amount received or collected by the Bank, and the Bank's successors or assigns, by virtue of this agreement, shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the legal holder of the Note aforesaid, to-wit:
  - A. To the payment of all necessary expenses for the operation, protection and preservation of the real estate described above, including the usual and customary fees for management services.
  - B. To the payment of taxes and assessments levied and assessed against said real estate as said taxes and assessments become due and payable, and to the payment of insurance on said real estate as the same become due.
  - C. To the payment of the installments of principal and interest on the promissory note aforesaid as and when the same become due and payable pursuant to the terms of said Note.
  - D. To the payment of any indebtedness in addition to the promissory note aforesaid owing by the Debtor to the Bank.

E. The balance remaining after payment of the foregoing items to the then owner of record of the real estate aforesaid.

5. That in all events this assignment and agreement shall remain in force and effect so long as the promissory note aforesaid, or any other indebtedness incurred by the Debtor to the Bank prior to the payment of said promissory note, shall remain unpaid, and this assignment and agreement may be enforced by the Bank, and the Bank's successors or assigns, or the legal holder of the promissory note secured hereby.

DATED AND EXECUTED at MERRILLVILLE, IN, this 5 day of FEBRUARY, 1982.

WEISS CORPORATION, an Indiana corporation

Attest:

Daniel Fettman Sec. Treas.  
DANIEL FETTMAN, SEC. TREAS.

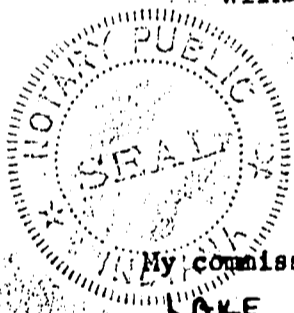
By Morris Weiss, as its Pres.  
Morris Weiss, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Morris Weiss, President and DANIEL FETTMAN, Sec. - TREAS. of WEISS CORPORATION, an Indiana corporation

and acknowledged that they executed the annexed and foregoing Assignment of Rents under Lease as their free and voluntary act and deed, all for the uses and purposes in said Assignment of Rents under Lease set forth.

WITNESS my hand and official seal this 5 day of FEB., 1982.



Nick Katich  
NICK KATICH Notary Public

My commission expires: 9/25/84  
LAKE COUNTY RESIDENT

This instrument prepared by: J. K. McNiece, Sr. Vice President, Gary National Bank