

LAKE COUNTY TRUST CO TR# 3241  
2000 N. MAIN, C.P., I  
CPO 396347 Xpudy  
lnw 268534

ASSIGNMENT OF RENTS

665925

Crown Point, Indiana  
Chicago, Illinois.....April 9,.....1982..

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

LAKE COUNTY TRUST COMPANY, an Indiana Corporation

Know all Men by these Presents, that ~~EXCHANGE NATIONAL BANK OF CHICAGO, a National Banking Association,~~ Company

not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said ~~XXX~~ in pursuance of a Trust Agreement dated April 2, 1982 and known as its trust number 3241 (hereafter called Assignor),

in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Exchange National Bank of

Chicago

.....(hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Lake Indiana

....., and State of Illinois, and described as follows, to wit:

FOR LEGAL DESCRIPTION SEE ATTACHED RIDER.

665924

"This Instrument Was Prepared By"  
Michael F. Moone, Assistant Vice President  
Exchange National Bank  
130 South La Salle Street  
Chicago, Illinois 60690

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
APR 19 1 20 PM '82  
WILLIAM BIELSKI JR  
RECORDER

This instrument is given to secure payment of the principal sum of SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) Dollars, and interest upon a

Lake County Trust Company, as Trustee, certain loan secured by Mortgage or Trust Deed to ~~Exchange National Bank of Chicago~~

.....as Trustee or Mortgagee dated April 9, 1982 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall seem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to;

EXCHANGE NATIONAL BANK OF CHICAGO  
REAL ESTATE LOAN DIVISION  
130 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60603

330 Ridge Road  
Munster, Indiana

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This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

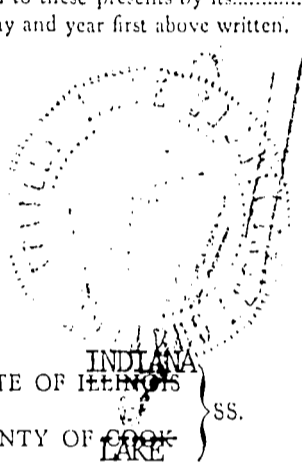
The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

Lake County Trust Company

THIS ASSIGNMENT OF RENTS, is executed by ~~Exchange National Bank of Chicago~~, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of ~~Exchange National Bank of Chicago~~ personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability if any being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as ~~Exchange National Bank of Chicago~~, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ~~XXXXXXXXXXXX~~ Vice-President and attested by its Assistant ~~XXXXXXXXXXXX~~ Secretary the day and year first above written.



LAKE COUNTY TRUST COMPANY  
~~EXCHANGE NATIONAL BANK OF CHICAGO~~, As Trustee as aforesaid,

By ~~XXXXXXXXXXXX~~ Vice President—~~XXXXXXXXXXXX~~

Jacob M. Yonkman, as

Attest By: ~~XXXXXXXXXXXX~~ Assistant Secretary

Ruth E. Carlson, as

I, Charlotte L. Keilman,  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT  
Jacob M. Yonkman, as

~~XXXXXXXXXXXX~~ Vice President—~~XXXXXXXXXXXX~~ LAKE COUNTY TRUST  
~~EXCHANGE NATIONAL~~

COMPANY  
~~BANK OF CHICAGO~~, and Ruth E. Carlson, as

Assistant ~~XXXXXXXXXXXX~~ of said Bank, personally known to me to be the same persons  
Secretary

whose names are subscribed to the foregoing instrument as such  
Vice President—~~XXXXXXXXXXXX~~ and Assistant ~~XXXXXXXXXXXX~~ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said ~~XXXXXXXXXXXX~~ Company for the uses and purposes therein set forth; and the Said Assistant ~~XXXXXXXXXXXX~~ did also then and there acknowledge that he, as custodian of the corporate seal of said ~~XXXXXXXXXXXX~~ Company, did affix the said corporate seal of said ~~XXXXXXXXXXXX~~ Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said ~~XXXXXXXXXXXX~~ Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th  
day of April, 1982.

Charlotte L. Keilman  
Notary Public  
Charlotte L. Keilman  
Resident of Lake County.

My Commission Expires:  
January 20th, 1985.

Box No. ....  
Assignment of Rents  
EXCHANGE NATIONAL BANK  
OF CHICAGO  
as Trustee  
TO

EXCHANGE NATIONAL BANK  
OF CHICAGO  
LA SALLE AND ADAMS  
CHICAGO, ILLINOIS 60690  
0170 16-29

EXHIBIT "A"

A parcel of land in Section 24, Township 36 North, Range 10 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, whose place of beginning is described as follows:

Commencing at the North West corner of the Northwest Quarter of Section 24, Township 36 North, Range 10 West of the Second Principal Meridian; thence South along the West line of the Northwest Quarter of Section 24, Township 36 North, Range 10 West of the Second Principal Meridian, a distance of 1120.68 feet to the centerline of the public road known as U. S. No. 6; thence South 80 degrees 36 minutes 52 seconds East along the center line of U. S. No. 6 a distance of 1650.0 feet to a line parallel to and 216.3 feet (measured perpendicularly) West of the Westerly right-of-way line of the Louisville, New Albany, and Chicago Railway Co.; thence South 0 degrees East a distance of 40.6 feet to the point of beginning, said point being the intersection of the centerline of Manor Avenue and the South right-of-way line of U. S. No. 6. Commencing at the above described point of beginning, thence South 0 degrees East a distance of 1233.05 feet to the North line of Briar Lane; thence North 90 degrees East a distance of 216.3 feet to the Westerly right-of-way line of the Louisville, New Albany, and Chicago Railway Co.; thence North 0 degrees East a distance of 1197.29 feet to the South right-of-way line of U. S. No. 6; thence North 80 degrees 36 minutes 52 seconds West a distance of 219.24 feet to the point of beginning, excepting the West 30 feet thereof.

and

That parcel of land lying in the Northwest quarter of Section 24, Township 36 north, range 10 west of the second P. M. being described as commencing at the intersection of the centerline of Ridge Road and Manor Avenue; said intersection point being south 80-3/4 degrees east, 1650 feet from a point on the state line in the center of said Ridge Road, which point on the Indiana, Illinois State Line is south 16 chains 98 links from the northwest corner of Section 24; said point also being the point of beginning of the parcel of land being conveyed herein;

Thence south along the centerline of Manor Avenue, said centerline being parallel to and 216.3 feet (measured perpendicularly) west of the westerly right-of-way line of the Louisville, New Albany and Chicago Railway Company, a distance of 345.0 feet;

Thence north 80 degrees, 36 minutes, 52 seconds west on a line parallel to and 345 feet south of the centerline of Ridge Road, a distance of 180.0 feet;

Thence north on a line parallel to and 177.58 feet (measured perpendicularly) west of the centerline of Manor Avenue, a distance of 345.0 feet to the centerline of Ridge Road;

Thence south 80 degrees, 36 minutes, 52 seconds east along the centerline of Ridge Road, a distance of 180.0 feet to the place of beginning in the Town of Munster, Lake County, Indiana.

NOTE: The above description includes (the north 40 feet and the east 30 feet which are) dedicated right-of-ways for Ridge Road and Manor Drive.

PC