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First National Bank
720 W Chicago Ave
East Chgo, IN

**COLLATERAL ASSIGNMENT OF LESSORS' LEASEHOLD
INTEREST AND ACKNOWLEDGMENT**

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS AGREEMENT made and entered into by and between Norbert Lucas and Margaret Lucas, Husband and Wife, jointly and severally, ("the Lucas"), 6970 Indiana Peaks Trail, Boulder, Colorado 80301, and the First National Bank of East Chicago, Indiana, a national banking association, 720 West Chicago Avenue, East Chicago, Indiana, ("the Bank").

WHEREAS, the Bank, pursuant to a Letter of Commitment dated May 27, 1983, ("The Commitment Letter") has committed to loan the Lucases the sum of \$779,000.00 ("the indebtedness") for the purpose of constructing two Burger King restuarants ("the buildings") and other improvements on certain real property ("the land") located in East Chicago (Indiana Harbor) and Whiting, Indiana, respectively; and

WHEREAS, the repayment of the indebtedness is to be collateralized by the Lucases granting to the Bank a First Mortgage Lien on the land, buildings and related improvements located in East Chicago (Indiana Harbor) and Whiting, Indiana; and

WHEREAS, the repayment of the said indebtedness is to be further collateralized by the assignment to the Bank of the Lucases' interest, and Lessors, under certain leases by which the land, along with the buildings and other improvements to be constructed thereon are leased to Norbert J. Lucas, Richard Diegnan, Tom Price, Fred Kaufman and Rex Johnson ("the Lessees") whose address is Munster Management 7430 Rockville Rd, INDIANAPOLIS, IN 46224 in care of Dick Diegnan, 9118 Chestnut Lane, Munster, Indiana 46323, the (East Chicago Lease) and the (Whiting Lease), respectively, or, collectively, the ("Leases"); and

WHEREAS, it is the intent of the Lucases, by this Agreement to assign to the Bank, their interest as Lessors

FEB 24 10 21 AM '84
WILLIAM BIEGSKI JR
RECORDER

STATE OF INDIANA S.S. NO
LAKE COUNTY
FILED FOR RECORD

Handwritten initials and date: 5/5/84

under the Leases;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and the parties intending to be legally bound, it is agreed as follows:

1. Collateral Assignment of Lessors' Leasehold Interest. In consideration of the Loan to be made by the Bank pursuant to the Letter of Commitment, the Lucases hereby grant and assign to the Bank, as collateral, for the payment, performance and observance by the Lucase of all of the terms and conditions of the indebtedness their interest, as Lessors, in those Leases involving that real estate specifically described on Exhibit "A" (the East Chicago Lease) and Exhibit "B" (the Whiting Lease) attached hereto and made a part hereof.

2. Purpose of Assignment. It is understood and agreed that the purpose of the assignment of the Lucases' Leasehold interest under the terms of the Leases is to collateralize the Lucases' indebtedness to the Bank. Should the Lucases make all payments as required with regard to the indebtedness and comply with all other terms and conditions of the documents evidencing and securing the repayment of the indebtedness, then in that event, the Lucases shall be entitled to receive all consideration provided to the Lessors under the terms of the Leases and otherwise realize all benefits entitled to them as Lessors in the said Leases. Should the Lucases default in the payment of any amounts due under the indebtedness due and owing the bank, or in the performance of any of the other terms and conditions contained in the documents evidencing and securing the indebtedness, or in the performance of any terms and

conditions to be performed by them as Lessors under the terms of the Leases, then, at the option of the Bank and on notice to the Lessees, all further and conditional consideration due and owing to the Lucases, as Lessors, under the Lease, shall be paid directly to the Bank. It is further understood and agreed between the parties hereto that the rights granted and assigned to the Bank under this Agreement shall be exercised only at the option of the Bank, and that the Bank shall have no obligation under any circumstances, to assume the duties and obligations of the Lessors under the terms of the Leases.

3. Notices. The parties agree that all notices, demands, requests, consents, approvals or communications that are desired or required to be sent pursuant to the Leases or this Agreement shall be addressed and sent as follows: (A) First National Bank of East Chicago, Indiana, 720 West Chicago Avenue, East Chicago, Indiana 46312, to the attention of the Commercial Loan Officer; (B) the Lessors (the Lucases), 6970 Indiana Peaks Trail, Boulder, Colorado 80301; and (C) the Lessees (Richard Diegnan, Tom Price, Fred Kaufman, and Rex Johnson), Munster Management, ~~c/o Dick Diegnan, 9118 Chestnut Lane, Munster, Indiana 46323.~~ ^{7430 Rockville Rd, INDIANAPOLIS, IN 46224}

4. Bank's Rights to Perform the Lessors' Obligations. Should the Lucases, as Lessors, fail to perform any act required of them as Lessors under the terms and conditions of the Leases, then the Bank shall have the right at any time, with or without notice, to perform any such act or make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision, however, shall imply any obligation on the Bank to perform any act or make any payment required of the Lucases under

ACKNOWLEDGMENT OF ASSIGNMENT

The undersigned, as Lessees, under those Leases described under Exhibits "A" and "B" attached hereto, do hereby acknowledge the foregoing Collateral Assignment of Lessor's Interest and consent to the terms and conditions stated therein.

Norbert Lucas

NORBERT LUCAS, Lessee

Richard W. Diegnan

RICHARD DIEGNAN, Lessee

Tom Price

TOM PRICE, Lessee

Fredrick W. Kaufman

FRED KAUFMAN, Lessee

Rex Johnson

REX JOHNSON, Lessee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public, there appeared Norbert Lucas, Richard Diegnan, Tom Price, Fred Kaufman and Rex Johnson, the Lessees, and executed the foregoing acknowledgment.

Lisa C. Cobb
Notary Public

My Commission Expires: May 16, 1997

County of Residence: Laurens

Prepared by Joseph E. Costanza, Murphy, McAtee, Murphy & Costanza,
720 West Chicago Avenue, East Chicago, Indiana 46312.

EXHIBIT "A"

THIS AGREEMENT (the "Lease"), is made this 10th day of October, 1983, by and between NORBERT J. LUKAS and MARGARET L. LUCAS, whose address is 6970 Indiana Peaks Trail, Boulder, Colorado 80301 ("Lessor"), and NORBERT J. LUKAS, RICHARD DIEGNAN, TOM PRICE, FRED KAUFMAN, and REX JOHNSON, ("Lessee"), whose address is Munster Management, ~~c/o Dick Diegnan, 9118 Chestnut Lane, Munster, Indiana 46323.~~ (The terms "Lessor" and "Lessee" shall mean respectively "Sublessor" and "Sublessee" whenever the context requires or permits it.)

7430 ROCKVILLE RD. INDIANAPOLIS, IN 4624

**I.
PROPERTY LEASED**

Lots 19, 20, 21, 22, 23, 24, 25 and the West 3 feet of Lot 26, Block 14, Subdivision of Blocks 13, 14, 15 and 16. Fifth Addition to Indiana Harbor as shown in Plat Book 9, Page 2, in Lake County, Indiana.

II.
Term of Lease is 20 years from commencement date.

EXHIBIT "B"

THIS AGREEMENT (the "Lease"), is made this 10th day of October, 1983, by and between NORBERT J. LUKAS and MARGARET L. LUCAS, whose address is 6970 Indiana Peaks Trail, Boulder, Colorado 80301 ("Lessor"), and NORBERT J. LUKAS, RICHARD DIEGNAN, TOM PRICE, FRED KAUFMAN, and REX JOHNSON, ("Lessee"), whose address is Munster Management, ~~c/o Dick Diegnan, 9118 Chestnut Lane, Munster, Indiana 46323.~~ (The terms "Lessor" and "Lessee" shall mean respectively "Sublessor" and "Sublessee" whenever the context requires or permits it.)

7430 ROCKVILLE RD, INDIANAPOLIS, IN 46224

**I.
PROPERTY LEASED**

Combined Legals

The Easterly Half of Lot 19, Lots 20, 21, and Lot 22, Block 6, Agnes Roberts' Subdivision, in the City of Hammond, Lake County, Indiana; Also Lot 23, Block 6, Except Commencing at the Intersection of the Northeasterly line of Indianapolis Boulevard with the Westerly line of Atchinson Avenue and running thence Northwesterly along the Northeasterly line of Indianapolis Boulevard 116 feet, thence Northeasterly at right angles to the Northeasterly line of Indianapolis Boulevard 94 feet to the West line of Atchinson Avenue, thence Southerly along the Westerly line of Atchinson Avenue 149.5 feet to the poing of beginning, Agnes Roberts' Subdivision, City of Hammond, as shown in Plat Book 2, Page 20, in Lake County, Indiana.

II.

Term of Lease is 20 years from commencement date.