

3 823502

CONDITIONAL ASSIGNMENT OF RENTALS

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS INDENTURE made this 27th day of September, 1985 by and between GAINER BANK, National Association, hereinafter known and designated as "BANK", and MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of November, 1972, and known as Trust No. 2 hereinafter known and designated as "UNDERSIGNED", WITNESSETH:

WHEREAS the Undersigned did on September 27, 1985 execute a certain principal promissory note, calling for the payment of the principal sum of FIVE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED FIFTEEN AND 38/100 DOLLARS (\$ 551,515.38) together with interest, payable to the order of Bank, and did secure the payment thereof by a mortgage to the Bank on the following described real estate, to wit:

Part of the West half of Section 24, Township 35 North, Range 8 West of the 2nd P.M., and more particularly described as beginning at a point in the Southline of U.S. Highway 30 and 2110.75 feet (measured along said Southline) East of the West line of said Section 24; thence South 0 degrees 02 minutes 08 seconds West along a line, a distance of 1225.50 feet to a point; thence South 89 degrees 37 minutes 52 seconds East along a line, a distance of 532.65 feet to a point in the centerline of said Section 24; thence North 0 degrees 01 minutes 45 seconds West along said centerline, a distance of 1227.90 feet to a point in the Southline of U.S. Highway 30; thence North 89 degrees 45 minutes 45 seconds West along said Southline, a distance of 532.65 feet to the point of beginning, except the North 40 feet thereof, all in Ross Township, Lake County, Indiana.

NOW, THEREFORE, for valuable consideration and as part of the consideration for said loan and as additional security for the repayment of said loan, the Undersigned does hereby sell, assign, transfer and set over unto said Bank, its successors and assigns, all of the rents, issues and profits due or to become due of and from said real estate hereinabove described; to operate, maintain, manage and when necessary to lease said premises hereinabove described or any part thereof, and to take possession thereof in its own name or in the name of an agent, and to collect all rents, issues and profits therefrom and of and from the improvements thereon and apply said sums of money so collected as hereinafter provided; and the tenants in, upon and about said real estate and all others having an interest in and to said premises and hereby authorized to pay unto said Bank, or its order, all sums due or to become due under such tenancy, and said Bank is hereby authorized to give for and in behalf of said Undersigned full receipt for any payments so made.

Said Bank is further authorized, but shall not be obligated to pay taxes, assessments and charges on the premises; insure, repair and/or improve the buildings located thereon; and expend such sums of money as may be necessary to defend the title or property or the use thereof, or recover rents and profits, or protect rental rights, and/or make such other expenditures for said property as it may in its sole discretion deem necessary, proper or expedient. Said Bank may, but shall not be obligated, to advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from said property and shall be repaid to said Bank before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by said Bank, any unpaid balance shall become part of the debt secured by the said mortgage and shall bear interest at the rate of twenty-one per cent (21%) per annum from the date of advancement; and in the event such advancements are made after the mortgage debt has been reduced to judgment, the Undersigned will, subject to the other terms, covenants and conditions herein contained, pay such advancements with interest to said Bank in addition to any amount necessary to pay and satisfy the judgment, interest and costs, or to redeem the property from foreclosure sale, and said Bank shall be entitled to retain possession of the property until such advancements and interest are fully paid.

It is further agreed that said Bank shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of said Bank for failure to pay the premises or any part thereof, or for failure to make collection of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to said Bank only and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting, the correctness of the books and records of said Bank shall be deemed conclusive.

It is further understood and agreed that said Bank shall, in the exercise of its control and management of the premises hereinabove described, be deemed the agent of the Undersigned and shall not be liable for any damage to any person or property where such damage arises out of the operation of or in connection with the said premises.

It is further understood and agreed that the acceptance by said Bank of any payments under any lease or contract with reference to the said premises from any tenant or other person shall not bar or abridge any of the right of said Bank under its mortgage.

This contract shall remain in full force and effect so long as the above described mortgage remains an enforceable lien; and in the event of foreclosure, then during the period of redemption after sheriff's sale and until recording of the sheriff's deed issued under such foreclosure proceedings. This agreement shall not affect the right of the Undersigned to redeem from foreclosure of said mortgage, but such redemption shall not terminate this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by said Bank, with interest as above mentioned, have been fully paid to it. In the event of the termination of this agreement, the Undersigned will approve and accept any and all outstanding leases made by said Bank and/or its agent, but only to the extent of a period of one (1) year from date of the termination of this agreement.

The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the said premises, and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

Any amount received or collected by said Bank by virtue of this agreement shall be applied as follows, but not necessarily in the order stated, the priority of payment of such items to be within the sole discretion of said Bank.

1. To the repayment of said Bank of any and all amounts advanced by it under the terms of this agreement together with interest at twenty-one per cent (21.0 %) per annum on the advancements from the date of same;
2. To the payment of taxes, assessments and charges and the expense of insurance; but said Bank shall not be obligated to keep insurance on said premises or to make repairs to and/or improvements on said property;
3. To the payment of all other necessary expenses to the management, protection and/or preservation of the property;
4. To the payment of all amounts due or to become due under said mortgage and/or to the payment of any judgment rendered thereon together with costs and expenses;
5. The surplus, if any, after full payment of the above shall be paid to the then owner of the said premises at the time such payment is made.

For mortgage see doc 823501

STATE OF INDIANA
FILED
OCT 8 1985
1:15 PM
CLAY
REC'D
RECORDED

800

MERCANTILE NATIONAL BANK OF INDIANA

Land Trust#2295 dated 11/22/79

\$551,515.38

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 22 day of November, A.D. 19 72, creating Trust No. 2995; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA has caused its name to be signed to these presents by a Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested by its Sr. Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA as Trustee aforesaid and not personally,

By Franklin J. Black, Vice President & Trust Officer

ATTEST:

H.F. Smiddy, Sr. Vice President & Trust Officer

STATE OF)) SS:)) COUNTY OF))

I, Lois A. Monts, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Franklin J. Black of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, and H. F. Smiddy of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Sr. Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Sr. Vice President and Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN Under my hand and Notarial Seal this 17 day of September 19 85

Lois A. Monts Notary Public

My Commission Expires: 9/9/89

County of Residence: Lake