

**FILED**

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NOV 10 1988

ASSIGNMENT OF RENTS

*Anna N. Anton*  
AUDITOR LAKE COUNTY

FA 1735

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned CALUMET NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 25, 1987 AND KNOWN AS TRUST NUMBER P-3454, in consideration of the sum of TEN (\$10.00) dollars and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto AMERICAN NATIONAL BANK OF LANSING, a national banking association, (hereinafter referred to as the BANK) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

Lots 11 and 12 in Briar Ridge Country Club Addition Block two of Unit 6, a planned unit development to the Town of Schererville, as per plat thereof, recorded in Plat Book 61 page 8, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 101 Carnoustie Lane and 105 Carnoustie Lane Schererville, IN 46375.

Tax Number: 13-400-11 and 13-400-12

It having the intention of the undersigned hereby to establish an absolute transfer and assignment of all its interest, if any, and to such leases and agreements and all the avails thereunder unto the BANK whether the said leases or agreements may have been heretofore may be hereafter made or agreed to, or which may be made or agreed by the BANK under the power herein granted.

The undersigned consents that the said BANK may have the management of said property, and does hereby authorize the BANK to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name as it may consider expedient and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do.

It being understood and agreed that the said BANK may have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said BANK, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgement be deemed proper and advisable, hereby ratifying and confirming all that said BANK may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said BANK shall have been fully paid, at which time this assignment shall terminate.

It is understood and agreed that the BANK will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the BANK.

THIS ASSIGNMENT OF RENTS is executed by the undersigned, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent or any indebtedness accruing hereunder or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF

FOR *Indygas* SEE 0006911

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LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
STATE OF INDIANA  
CROWN POINT, INDIANA 46307

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successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, not personally, but as Trustee as aforesaid has caused these presents to be signed by ~~its Howard S. Fine, Trust Officer~~ ~~President~~ and its corporate seal to be hereunto affixed and attested by ~~its Debra Luke, Trust Officer, Secretary~~ this 8th day of NOVEMBER, 1988.

Calumet National Bank Trustee of TRSTP 3454

By: Howard S. Fine HOWARD S. FINE TRUST OFFICER

As Trustee as aforesaid and not personally.

Attest Debra K. Luke Secretary President

DEBRA K. LUKE TRUST OFFICER

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Howard S. Fine personally known to me to be ~~the~~ TRUST OFFICER ~~President~~ of the Calumet National Bank corporation, and Debra Luke personally known to me to be the Trust Officer ~~secretary of said corporation~~, and personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Trust Officers ~~President~~ and ~~Secretary~~, they signed, sealed and delivered the said instrument as Trust Officers ~~President and Secretary~~ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Calumet National Bank of said corporation as their free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 8TH day of NOVEMBER, 1988.

Commission expires 10-26-90

RESIDENT OF LAKE COUNTY, IN

Janice L. Hagenau  
Notary Public  
JANICE L. HAGENAU

This instrument was prepared by: Ruth Bronson

Record and mail to: American National Bank of Lansing  
3115 Ridge Road  
Lansing, Illinois 60438

SUBJECT TO TRUSTEE'S ENCUMBRANCE ATTACHED HERETO AND MADE A PART HEREOF

Executed and delivered by the Calumet National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.