



- (1) To the repayment to said Bank of all amounts advanced by it under the terms of the agreement together with interest on the respective advancements from the date of the same at the rate of five (5) points above the rate of interest that would have been charged if the loan were not in default. In no event, however, will the rate of interest charged be more than the maximum permitted by law.
- (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 the 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.

It is understood and agreed that this agreement is but additional security for the payment of said mortgage debt, and shall not be deemed to be any payment thereof except as to money actually received by said Bank and applied as such payment under the terms of this agreement; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage; nor shall the application of any or all money received by said Bank under this agreement toward curing such default received by said Bank in any manner waive such default or prevent foreclosure because of the same, said Bank hereby expressly reserving all of its rights and privileges under the said mortgage as fully as though this agreement had not been entered into.

Said Bank shall not be liable for any act or failure to act under the terms of this agreement except for willful misconduct or gross negligence; nor shall the said Bank be liable for the act or omission of any agent if said Bank shall have used reasonable care in the selection of such agent.

Notwithstanding this instrument is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinbefore granted to said Bank, it is agreed that so long as the said mortgage is not in default the Undersigned is to be permitted to collect and retain such rents, issues and profits; provided however, that in no event shall the Undersigned have authority to collect any rents, issues or profits for any period in excess of thirty (30) days from the date of any such collection and provided further that in the event of a default in the payment of the principal or interest secured by said mortgage, or in the event of a breach of any of the terms and covenants of said mortgage, or in the event the real estate hereinafter described shall come into the hands of any officer of the court pursuant to bankruptcy proceedings or under any writ of any nature whatsoever against said real estate, then upon the happening of any one or more of such events, without any notice whatsoever on the part of the Bank being given, said Bank shall have the immediate and automatic right to the management and control of said real estate and the improvements thereon to the full extent of all rights given to it under this agreement.

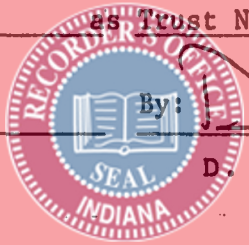
The entry by the Bank upon the mortgaged premises under the terms of this instrument shall not constitute the said Bank a "Mortgagee in possession" in contemplation of law, except at the option of the Bank.

This agreement shall not be terminated except as herein provided, and shall not be altered, modified or amended except by written agreement signed by the parties hereto.

That the terms, covenants and agreements herein contained shall be binding alike on the parties hereto, their heirs, executors, administrators and/or successor assigns.

WITNESS my hand and seal this said 16th day of March, 1990

BANK ONE, MERRILLVILLE, NA, as Trustee  
 under a Trust Agreement dated May 1, 1989, and known  
 as Trust No. 963970-54:



By: [Signature]  
 D. Brubeck, Vice President and  
 Trust Officer

STATE OF Indiana )  
 COUNTY OF Lake ) SS;

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above named D. Brubeck, Vice Pres & Trust Officer Bank One, Merrillville, NA, as Trustee under T/A dated 5/1/89, and known as Trust #963970-54

who acknowledged the execution of the above and foregoing Conditional Assignment of Rentals as its free act and deed and for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 16th day of March, 1990



[Signature]  
 Patricia A. Strelowski  
 Notary Public

Resident of LAKE County

This document prepared by: Richard C. Simaga, an Officer of Bank One, Merrillville, NA

SCHEDULE "A"

The Southeast Quarter (except the West 20 acres) of Section 30, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana. Also except that part thereof platted as Shillton Hills, Unit One, an additional to the Town of St, John recorded in Plat Book 66 Page 51, in the Office of the Recorder. Also except that part thereof platted as Schillton Hills Unit 2 an additon to the Town of St, John, recorded in Plat Book 67 page 24, in the Office of the Recorder of Lake County, Indiana.

