ONDITIONAL ASSIGNMENT OF REN (ALS

BANK ONE, MERRILLVILLE, NAS <u> 16th</u> March THIS INDENTURE made this _ __day of _ MERRILLVILLE, NA, of Merrillville, Indiana, hereinafter known and designated as "BANK" and <u>BANK ONE, MERK</u>

<u>Trustee under a Trust Agreement dated May 1, 1989; and known as Trust No.</u> 963970-54

WITNESSETH:

March 16, 1990 execute a certain promissory note, calling for WHEREAS, The Undersigned did on . the payment of the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100----), together with interest payable to the order of Bank, and did secure the payment thereof by a mortgage on

the following described real estate, to-wit:

PHASE II:

Megrillyille, Indiana

See attached Schedule, "A" for complete legal description.

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NOW THEREFORE for valuable consideration and as a part of the consideration for eald 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, and does hereby authorize said Bank 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 are hereby authorized to pay unto said Bank, on 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; to procure public liability insurance covering said mortgaged premises; 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 expenmay 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 and or property as it may in its sole discretion deem necessary, proper or expedient. Said Bank may, but shall not be obligate 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 the said property and shall be repaid to said Bank before any distribution as hereinagter 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 from the date of advancement 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 to the event such cavancements are made after the mortgage debt has been reduced to judgment, the Undersigned will, subject to the other terms. 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 rent the premises or any part thereof, or for failure to make collections 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 rights 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 agents, but only to the extent of a period of one (1) year from the 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:

STATE OF INDIANA/S.S. NO.
LAKE CONNYY
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- (1) To the repayment to said Bank of and all amounts advanced by it under the terms of the respective advancements from the co. of the same at the rate of five (5) points above the rate. 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:
- 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. (5)

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 unther 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 putsuant 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 halfor viven said Bank shall know the improvements. 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 the full extent of all rights given to the property of

The entry by the Bank upon the mortgages 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.

signed by the parties	ment shall not l s hereto.	be terminated ex	cept as herein	ı provid ed,	and shall not	be altered, modifie	ed or amended exce	ipt by written agree	ment
That the team and/or successor as	rms, covenants signs.	and agreement	s herein conta	ined shall	be binding al	ike on the parties h	nereto, their heirs, e	xecutors, administr	ators
WITNESS	my hand and	seal this said _	16th d	ay of	. :	March .		90	⊶•
, .					ier a Tr		nt dated May	NA, as Tru 1, 1989, a	
					By:	bR.L	In Out	ce hitte	
		agmenter or o		SE NODI	NA THINTE	Brubeck		ident and Trust Off	icer
STATE OF	Indiana		_)_	-	III				
COUNTY OF	Lake)55;)						· F

Personally appeared before me, the undersigned, Bank One, Merrillville, NA, as Trust	a Notary Public In and for said Count	D. Brubeck ty and State, the above named 789. and known as 1	Vice Pres Trust Offi rust #963970-5
who acknowledged the execution of the above and foregoing		· · · · · · · · · · · · · · · · · · ·	free act and deed
and for the uses and purposes therein set forth. WITNESS my hand and Notarial Seal this1	6th day of March	. 19 90	•
De la company de	Q_{i}	1 The state of the	
7 N.C. 14 Y. O.	- Called Pater	is A. Stre loveli	Notary Public
My Commission Expires:	, ,,,,,		
6-291		•	

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 addition to the Town of St, John, recorded in Plat Book 67 page 24, in the Office of the Recorder of Lake County, Indiana.

