

098054

COLLATERAL ASSIGNMENT OF INTEREST
IN REAL ESTATE LEASE

For Atty see doc. # 098053

For value received, Lake County Trust Company, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and under the express direction of the beneficiaries of a certain trust agreement dated July 20, 1988, and known as Trust Agreement No. 3841 with offices at 2200 North Main Street, Crown Point, Indiana, (hereinafter "ASSIGNOR") does hereby assign as collateral all of ASSIGNOR'S right, title and interest and further does hereby grant and transfer a security interest to Gainer Bank, National Association with offices at 115 South Court Street, Crown Point, Indiana (hereinafter "ASSIGNEE") in the leases of real estate as described below as security for a certain indebtedness by ASSIGNOR, Hamstra Builders, Inc., Wilbert A. Hamstra and Peggy A. Hamstra to ASSIGNEE in the principal sum of \$2,050,000.00 plus interest as evidenced by a certain note dated March 19, 1990.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

This Assignment and Security Interest is also given to secure any and all other indebtedness or obligations of ASSIGNOR to ASSIGNEE whether now existing or hereafter created and any future advances, and whether said debt is primary or secondary, joint or several, fixed or contingent, of a different class or secured by other collateral, and any renewals, extensions or substitutions thereof.

The leases which are the collateral, and in which the security interest is granted, are those leases more particularly described on Exhibit "A" attached hereto and incorporated herein by reference with ASSIGNOR as lessor for the lease of the following described real estate located in Lake County, Indiana, to-wit:

See Exhibit "B" attached hereto and incorporated herein by reference

By accepting this collateral assignment, ASSIGNEE does not assume in any way the duties and obligations of the ASSIGNOR under said leases; and this Collateral Assignment does not release or discharge ASSIGNOR from any obligations to fulfill the terms and conditions thereof.

Dated: March 19, 1990



ASSIGNOR:

Lake County Trust Company
as Trustee under a Trust
Agreement dated July 20, 1988,
and known as Trust No. 3841,
not personally

SEE SIGNATURE PAGE ATTACHED

By: Karyn Zasada
Its: Trust Officer

SEE SIGNATURE PAGE ATTACHED

ATTEST Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA, S. NO.
FILED IN 098053
MAY 1 10 25 AM 1990
ROBERT W. GARDNER
REGISTRAR

14.00
CT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this _____ day of _____, 1990, before me the undersigned, a Notary Public for said State and County, personally appeared _____ and _____, personally known to me, who being by me duly sworn did say that they were the _____ and _____ of Lake County Trust Company, and acknowledged execution of the foregoing Collateral Assignment as such officers, to be the free act and deed of said corporation, for and on behalf of said corporation, and by authority of the beneficiaries of Trust No. 3841.

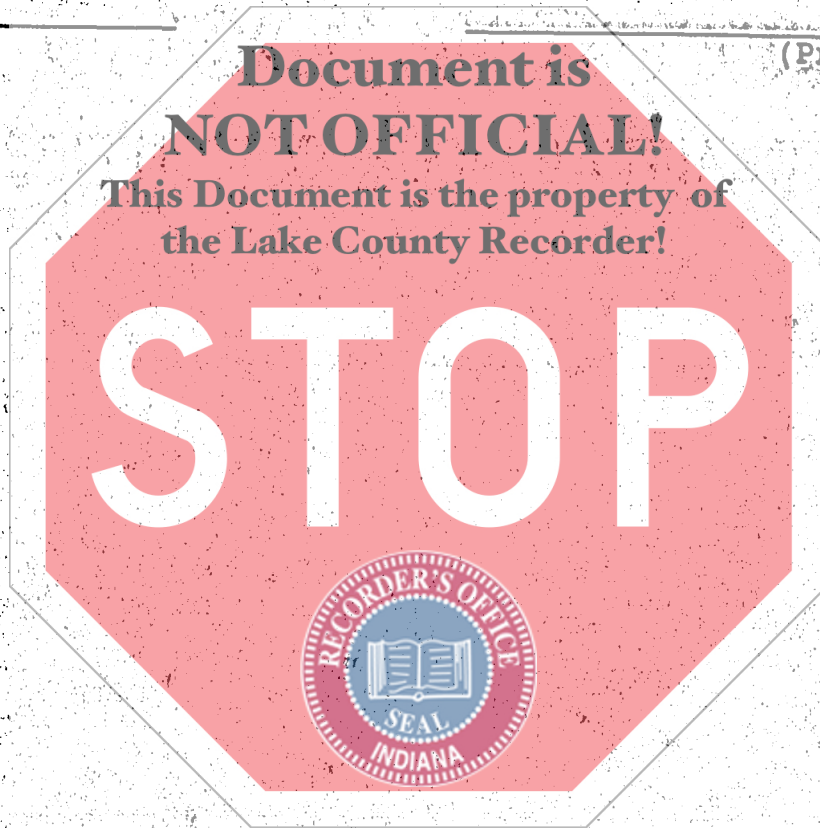
Witness my hand and official seal.

My Commission Expires:

SEE SIGNATURE PAGE ATTACHED
NOTARY PUBLIC

COUNTY OF RESIDENCE: _____

(Printed Name)



This Instrument Prepared by Lambert C. Genetos, Attorney at Law,
8585 Broadway, Merrillville, IN, 46410, Telephone: (219) 769-1313

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiary under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary, this 19th day of March, 1990.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 20, 1988 and known as Trust No. 3841

BY: *Karyn Zasada*
Karyn Zasada, Trust Officer



ATTEST:
BY: *Charlotte L. Keilman*
Charlotte L. Keilman, Assistant Secretary

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 the abovenamed Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 19th day of March, 1990.

Veronica Petchak
Veronica Petchak, Notary Public

Resident: Lake County, Indiana

My Commission Expires:
November 4, 1990



**EXHIBIT "A" TO COLLATERAL ASSIGNMENT
OF INTEREST IN REAL ESTATE LEASE**

<u>LEGAL NAME OF LESSEE</u>	<u>DATE OF LEASE</u>	<u>TERM IN YEARS</u>	<u>YEARLY BASE RENTAL</u>
1. Fashion Bug #2173, Inc.	May 3, 1989	10	\$50,000.00
2. Coast to Coast Stores, Inc. assigned to The H. and E. Company, Inc.	Aug. 22, 1989	10	49,760.00
3. Volume Shoe Corporation	June 13, 1989	10	33,000.00
4. Family Dollars Stores of Indiana, Inc.	Aug. 9, 1989	10	33,500.04
5. Dollar Crazy, Inc.	Sept. 27, 1989	5	33,600.00
6. A.K. Enterprises, Inc.	Nov. 9, 1989	5	13,200.00
7. Fiesta Salon, Inc.	June 12, 1989	10	13,387.50
8. Atsi Krstevski	Nov. 13, 1989	5	27,500.00
9. Restaurant Management Group, Inc.	Oct. 3, 1989 Addendum Nov. 28, 1989	5	23,000.00
10. Double Press, Inc.	July 11, 1989	4	12,000.00
11. Ribordy Enterprises, Inc.	Aug. 16, 1989	12	24,000.00
12. Robert J. Shrader	May 18, 1989 Addendum July 28, 1989	5	24,000.00
13. John M. & Sharon L. Shubat	Jan. 28, 1989	5	12,000.00

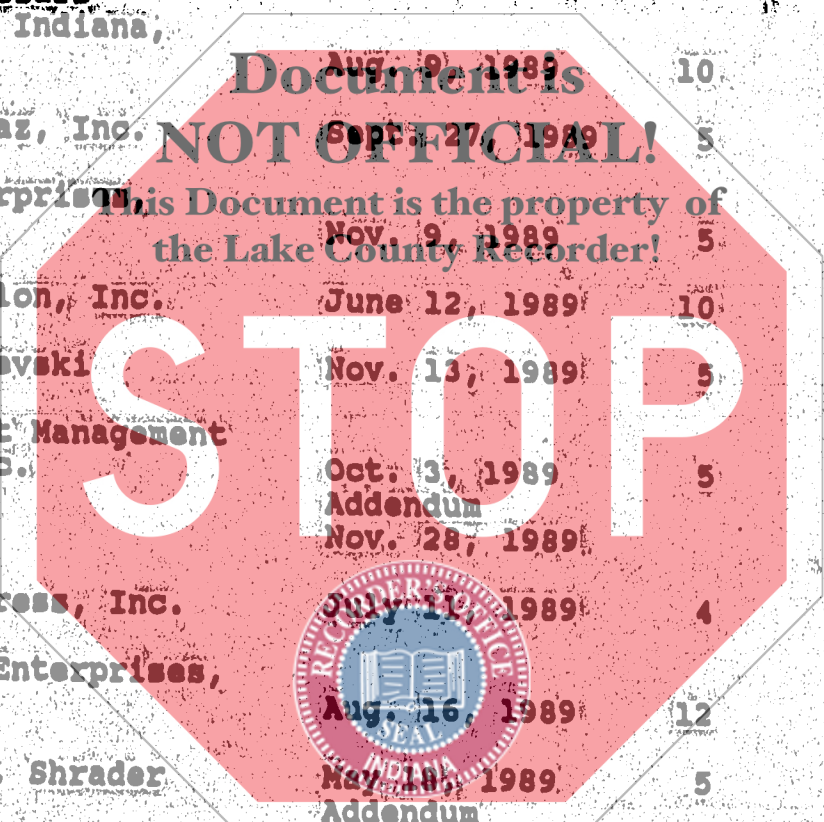


EXHIBIT B

PARCEL 4:

A parcel of land in the southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 95.00 feet; thence continuing North 88 degrees 39 minutes West, 29.00 feet; thence South 1 degree 21 minutes West, 11.00 feet; thence North 88 degrees 39 minutes West, 163.00 feet; thence North 1 degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 128.00 feet to the Point of Beginning; thence North 1 degree 21 minutes East, 79.00 feet; thence North 88 degrees 39 minutes West, 70.50 feet; thence North 1 degree 21 minutes East, 1.00 foot; thence North 88 degrees 39 minutes West, 13.50 feet; thence South 1 degree 21 minutes West, 80.00 feet; thence South 88 degrees 39 minutes East, 84.00 feet to the Point of Beginning,

PARCEL 5:

A parcel of land in the southeast quarter of Section 20, Township 36 North Range 7 West of the 2nd P.M. in the City of Hobart, Indiana, described as follows: being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 543.0 feet; thence North 88 degrees 39 minutes West, 95.0 feet; thence North 1 degree 21 minutes East, 15.0 feet to the Point of Beginning; thence South 88 degrees 39 minutes East, 305.0 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 89.0 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 24.0 feet; thence South 43 degrees 39 minutes East, 80.0 feet; thence South 88 degrees 39 minutes East, 31.0 feet; thence North 46 degrees 21 minutes East, 80.0 feet; thence North 43 degrees 39 minutes West, 102.0 feet; thence South 46 degrees 21 minutes West, 29.3 feet; thence North 88 degrees 39 minutes West, 74.0 feet; thence North 1 degree 21 minutes East, 35.0 feet; thence North 88 degrees 39 minutes West, 90.0 feet; thence South 1 degree 21 minutes West, 15.0 feet; thence North 88 degrees 39 minutes West, 136.0 feet; thence South 1 degree 21 minutes West, 40.0 feet; thence North 88 degrees 39 minutes West, 59.0 feet; thence North 1 degree 21 minutes East, 20.0 feet; thence North 88 degrees 39 minutes West, 110.0 feet; thence South 1 degree 21 minutes West, 80.0 feet to the Point of Beginning,

PARCEL 2:

Together with a nonexclusive easement for the benefit of Parcels 4 & 5 as created in an easement dated 3-19-90, recorded 4-27-90, as document no. 097586, for parking over and across the following: A parcel of land in the southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M. in the City of Hobart, Indiana, described as follows: being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 35.0 feet; thence North 88 degrees 39 minutes West 60.0 feet to the Point of Beginning; thence North 1 degree 21 minutes East, 508.0 feet; thence North 88 degrees 39 minutes West, 59.00 feet; thence South 1 degree 21 minutes West, 11.00 feet; thence North 88 degrees 39 minutes West, 163.0 feet; thence North 1 degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 277.85 feet to the West line of said Lot 1; thence South 0 degrees 01 minutes 11 seconds East, along said West line, 508.14 feet; thence South 88 degrees 39 minutes East, 492.7 feet to the Point of Beginning,

PARCEL 3C:

Together with a nonexclusive easement for the benefit of Parcels 4 & 5, as created in an easement dated 3-19-90, recorded 4-27-90, as document no. 097586, for ingress and egress over and across the following described land: A parcel of land in the Southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows; Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 35.0 feet to the Point of Beginning; thence North 1 degree 21 minutes East, 508.0 feet; thence North 88 degrees 39 minutes West, 60.0 feet; thence South 1 degree 21 minutes West, 508.0 feet; thence South 88 degrees 39 minutes East, 60.0 feet to the Point of Beginning,

PARCEL 6:

Together with a nonexclusive easement for the benefit of Parcels 4 & 5, as created in an easement dated 3-19-90, recorded 4-27-90, as document no. 097586, for ingress and egress over and across the following parcel of land: A parcel of land in the Southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 30.00 feet; thence North 1 degree 21 minutes East, 179.00 feet to the Point of Beginning; thence North 88 degrees 39 minutes West, 65.00 feet; thence South 1 degree 21 minutes West, 81.00 feet; thence South 88 degrees 39 minutes East, 110.00 feet; thence South 1 degree 21 minutes West, 20.00 feet; thence South 88 degrees 39 minutes East, 59.00 feet; thence North 1 degree 21 minutes East, 40.00 feet; thence South 88 degrees 39 minutes East, 136.00 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 90.00 feet; thence South 1 degree 21 minutes West, 35.00 feet; thence South 88 degrees 39 minutes East, 74.0 feet; thence North 46 degrees 21 minutes East, 29.30 feet; thence South 43 degrees 39 minutes East, 102.0 feet; thence South 90 degrees East, 54 feet, more or less, to the West line of a 30 foot access easement as shown on said plat of North Ridge Center; thence North 0 degrees 00 minutes West along said West line to the South line of said easement; thence North 88 degrees 35 minutes 28 seconds West along said South line 457 feet, more or less; thence South 1 degree 21 minutes West to a point on a line that bears South 88 degrees 39 minutes East and passes through the Point of Beginning; thence North 88 degrees 39 minutes West, 100 feet to the Point of Beginning,

PARCEL 7:

Together with a nonexclusive easement for the benefit of Parcels 4 & 5, as created in an easement dated 3-19-90, recorded 4-27-90, as document no. 097586, for parking & Ingress and Egress over and across the following described land: A parcel of land in the Southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 40 feet to the Point of Beginning, said point being on the North line of a 40 foot access easement as shown on said Plat; thence North 1 degree 21 minutes East, 503.0 feet; thence North 88 degrees 39 minutes West, 95.0 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 305.0 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 89.0 feet; thence North 1 degree 21 minutes East, 15.0 feet; thence South 88 degrees 39 minutes East, 24.0 feet; thence South 43 degrees 39 minutes East, 80.0 feet; thence North

88 degrees 39 minutes West, 45.0 feet; thence South 1 degree 21' minutes West, 383 feet, more or less, to the North line of a 40 foot access easement as shown on said plat; thence Westerly, Southwesterly and Westerly along said North line to the Point of Beginning,

PARCEL 8:

Together with a nonexclusive easement for the benefit of parcel 4, as created in an easement dated 3-19-90, recorded 4-27-90, as document no. 097586, for parking, over and across the following described parcel of land: A parcel of land in the Southeast quarter of Section 20, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Indiana, being part of Lot 1 in North Ridge Center, as per plat thereof, recorded in Plat Book 65, page 13, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of Lot 4 in said North Ridge Center; thence North 1 degree 21 minutes East, 543.00 feet; thence North 88 degrees 39 minutes West, 95.00 feet; thence continuing North 88 degrees 39 minutes West, 29.00 feet; thence South 1 degree 21 minutes West, 11.00 feet; thence North 88 degrees 39 minutes West, 163.00 feet; thence North 1 degree 21 minutes East, 11.00 feet; thence North 88 degrees 39 minutes West, 212.00 feet to the Point of Beginning, thence North 1 degree 21 minutes East, 80.00 feet; thence South 88 degrees 39 minutes East, 13.5 feet; thence North 1 degree 21 minutes East, 129.00 feet; thence North 88 degrees 39 minutes West, 60 feet, more or less, to the East line of a 30 foot utility and access easement as shown on said Plat; thence South 0 degrees 01 minute 11 seconds East along said East line, 209 feet, more or less, thence South 88 degrees 39 minutes East, 46.5 feet, more or less, to the Point of Beginning,

