

Fruit Bank of Whiting  
5191 W. Lewis Hwy, CO

139874

ASSIGNMENT OF RENTS

THE FIRST BANK OF WHITING, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 31ST DAY OF DECEMBER, 1984 AND KNOWN AS TRUST NO. 1844 of the CITY of WHITING, County of LAKE, State of INDIANA in order to secure an indebtedness of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars (\$1,100,000.00), executed a mortgage of even date herewith, mortgaging to The First Bank of Whiting hereinafter referred to as the Mortgagee, the following described real estate:

LOTS 6, 7, 16, 17, 18 AND 19 IN HARVEST MANOR UNIT NO. 1, SECTION NO. 1, IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48 PAGE 101, AND AMENDED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 55 PAGE 47, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

and whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Mortgagee, and or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 or in the name (s) of the undersigned, 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, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall 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 Mortgagee, due or to become due or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises, and collecting rents and the expense for such attorneys, agents, and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice of demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the mortgagee to exercise any right which it might exercise, hereunder shall not be deemed a waiver by the Mortgagee of its right thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 13TH day of DECEMBER, 1990

THE FIRST BANK OF WHITING, AS TRUSTEE UNDER A TRUST AGREEMENT DATED THE 31ST DAY OF DEC. 1984 AND KNOWN AS TRUST #1844

(SEAL)

(SEAL)

SEE ATTACHED SIGNATURE PAGE

TICOR TITLE INSURANCE  
Crown Point, Indiana

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139873

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THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 31st day of December, A.D. 19 84, creating Trust No 1844; 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 intended 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 FIRST BANK OF WHITING, 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 FIRST BANK OF WHITING, 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 THE FIRST BANK OF WHITING has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice President and Trust Officer the day and year first above written.

THE FIRST BANK OF WHITING, as Trustee  
aforesaid and not personally,

BY: *Carolyn A. Mayer*  
Carolyn A. Mayer  
Trust Officer

ATTEST:

*Craig L. Hlinka*  
Craig L. Hlinka, Assistant Vice President  
and Trust Officer  
STATE OF Indiana  
COUNTY OF Lake



I, Cynthia Rerick, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Carolyn A. Mayer of THE FIRST BANK OF WHITING, a state bank organized under the state banking laws of Indiana; and Craig L. Hlinka of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. 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 state bank, as Trustee, for the uses and purposes therein set forth; and the said Carolyn A. Mayer did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act; and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 1984.

*Cynthia Rerick*  
Cynthia Rerick  
NOTARY PUBLIC

My Commission Expires:  
March 19, 1994

City of Residence: Porter

This instrument prepared by John M. O'Drobinak, Attorney at Law  
of The First Bank of Whiting