

91021901

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, executed by Patrick J. Schacki and Carolyn J. Schacki whose address is 294 W. Joliet Rd., Valparaiso, IN 46383 (hereinafter referred to as "Assignor"), to INB National Bank, Northwest, a national banking association having its principal banking offices at 437 South Street, Lafayette, Indiana 47902 (hereinafter referred to as "INB, NW"),

WITNESSETH

WHEREAS, Assignor has obtained a loan from INB, NW in the amount of Three Hundred Thousand and no/100 Dollars (\$ 300,000.00 ) which is to be secured by certain real estate located in Lake County, Indiana, and more particularly described in Schedule A attached hereto and by reference made to this document (hereinafter referred to as "Real Estate"); and

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WHEREAS, INB, NW has made said loan to Assignor as evidenced by a certain promissory note (which, together with all extensions and renewals thereof is hereinafter referred to as the "Note") secured by a mortgage on the real estate dated May 7, 1991, and recorded 91021900, as Instrument No.            in the offices of the Recorder of Lake County, Indiana (hereinafter referred to as the "Mortgage") upon the condition that all of the leases executed or to be executed by and between Assignor as lessors, covering the Real Estate (hereinafter collectively referred to as the "Leases") shall be assigned to INB, NW as additional security for said loan.

NOW, THEREFORE, in consideration of the premissis and the loan made by INB, NW, Assignor hereby assigns and transfers to INB, NW, as additional security for the payment, promptly when due, of the loan indebtedness (including, without limitation, principal, interest and advances to protect security), and any extensions or renewals thereof, and the full performance and discharge of the obligations and covenants of the Assignor under the Mortgage, all of their right, title and interest in and to all of the leases of all or any portion of the Real Estate now or hereafter made by Assignor, including all rents therein reserved now or hereafter, coming due, all security deposits thereon, and all guaranties of the obligations of the lessees thereunder, upon the following terms and conditions.

LAWYERS TITLE INS.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, INDIANA, S.S. NO.  
LAKE COUNTY  
FILED IN RECORD

13.00  
my

1. Until an event of default shall occur under the Note, the Mortgage, any Loan Agreement covering the disbursement of proceeds of the loan, or this Assignment, Assignor shall have the right to collect and receive all rentals due pursuant to the Leases but not more than one (1) month in advance. Any rental payment received by Assignor shall be applied toward the payment when due of the the principal of and interest on the Note. After any event of default, INB, NW may, at its option and without notice or demand, collect and receive all rentals due to

Assignor under the Leases and apply said rentals toward the payment of the principal of and interest on the Note or any other indebtedness due and payable to INB, NW under the Mortgage, this Assignment, or otherwise including but not limited to costs of collection, expenses of operation, advancements and attorneys' fees. Such right may be exercised by INB, NW without regard to other security and without releasing Assignor from any obligation. Assignors hereby irrevocably appoint and constitute INB, NW as his true and lawful attorney-in-fact with full power of substitution for and on behalf of Assignor to request, demand, enforce payment, collect and receive the rentals payable under the Leases, to change, modify, release waive, terminate, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, to endorse any checks, drafts or orders evidencing the payment of rentals under the Leases, and to do and perform any acts which Assignor might do for and on his own behalf. Any security deposits received by Assignor shall be held in trust for INB, NW.

2. This Assignment shall not operate to release or relieve Assignor, as Lessor, from the full performance of all of his obligations and covenants under the Leases. Assignor shall notify INB, NW in writing in the event of any default by Assignor or any lessee under the Leases. Assignor shall enforce, at his cost and expense, the full performance of all of the conditions, obligations and covenants under the Leases to be observed and performed by the lessee and shall appear in and defend any action growing out of or in any manner connected with the Leases. Assignor shall not change, modify, release, waive, terminate, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Leases, or assign or encumber his rights, title and interest in and to the Leases without first securing the written consent of INB, NW

3. INB, NW may, at its option but without the assumption of any of Assignor's obligations as lessor, perform any obligation of Assignors under the Leases without notice to or demand upon Assignor and without releasing assignor from any obligation herein or under the terms of the Leases. In the exercise of such power, INB, NW shall be entitled to reimbursement for all costs and expenses, including attorneys' fees, and the same shall be payable upon demand or added to the Note and secured hereby.



Assignor shall indemnify and save harmless INB, NW from any and all cost, expense or liability under the Leases or by reason of this Assignment and against any claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of INB, NW to perform or discharge any of the terms of the Leases.

4. This Assignment is given as security for the payment when due of the principal of and the interest on indebtedness evidenced by the Note, and any renewals or extensions thereof, and all other future indebtedness or obligations, and any renewals or extensions thereof, owed by Assignor to INB, NW and the performance by Assignor of his obligations under the Mortgage and other security documents. This Assignment shall terminate upon the payment in full of all indebtedness secured hereby.

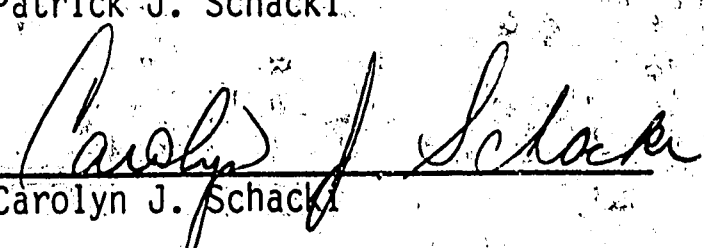
5. The receipt by INB, NW of any rental payments made by the lessees pursuant to the Leases shall constitute a valid receipt and acquittance for all such rentals paid, and the lessees shall be under no duty or obligation concerning the proper application of any rents so paid.

6. Assignor represents and warrants that he has made no prior assignment of any of their rights, title or interests in, to or under the Leases, that the Leases now executed are in full force and effect with no modifications or amendments thereto and with no default thereunder, that he has not accepted any advance rental payments under the Leases, and that he has not done anything which impairs the validity or security of this Assignment.

7. This Assignment shall be binding upon and inure to the benefit of INB, NW and Assignors, their respective successors, assigns and legal representatives. Notice of the acceptance of this Assignment by INB, NW is hereby waived.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Rents and Leases to be executed this 7th day of May, 1991.

  
Patrick J. Schacki

  
Carolyn J. Schacki

STATE OF INDIANA )

) SS:

COUNTY OF Lake )

On this 7th day of May, 1991, before me, a Notary Public in and for said County and State, personally appeared Patrick J. Schacki and Carolyn J. Schacki who acknowledged the execution of the foregoing Assignment of Rents and Leases and who, having been duly sworn, stated that any representations therein contained are true.

*Karen L. Kane*

Karen L. Kane , Notary Public

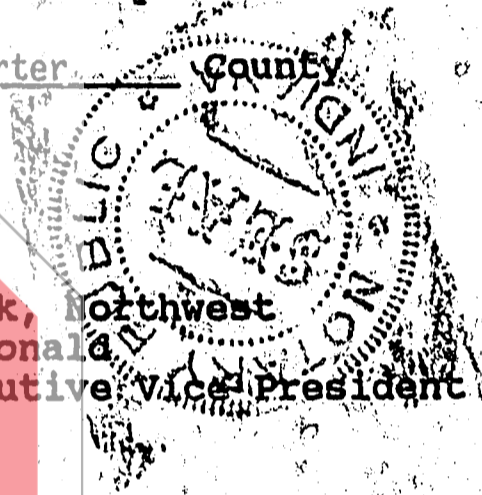
Resident of Porter County

**Document is NOT OFFICIAL!**

My Commission Expires: 09/09/94

This Document is the property of the Lake County Recorder!

This instrument was prepared by: INB National Bank, Northwest  
By: John E. McDonald  
Senior Executive Vice President



**STOP**



**"EXHIBIT A"**

**Parcel 1: Lot 1, Barclay-Wood Estates, as shown in Plat Book 70, page 25, Lake County, Indiana.**

**Parcel 2: Lot 2, Barclay-Wood Estates, as shown in Plat Book 70, page 25, Lake County, Indiana.**

