

ASSIGNMENT OF RENTS AND LEASES
(Mortgage Included)

MARION WILLIAMS and ANNIE WILLIAMS, of 7606 Harold Avenue, Gary, Indiana, and LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated March 29, 1991, and known as Trust Number 4180 of 2200 North Main Street, Crown Point, Indiana (hereinafter collectively referred to as the "Assignor"), for good and valuable consideration, hereby conveys, transfers and assigns unto GAINER BANK (hereinafter called the "Assignee"), its successors and assigns, all the rights, interest and privileges, which the Assignor, as Lessor, has and may have in the leases now existing or hereafter made and affecting the real property described below, or any part thereof:

All leases to and rentals from all tenants in the real properties described in Exhibit "A," which is attached hereto, whether now existing or hereafter entered into, as said leases may have been, or may from time to time be hereafter modified, extended or renewed, with all rents, income and profits due and becoming due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of said premises.

In addition, the Assignor mortgages and warrants to the Assignee the real properties described in Exhibit "A" hereto.

This assignment and mortgage is made as additional security for the payment of:

- (i) a certain note and Collateral Assignment and Security Agreement (and all extensions or modifications thereof) made by Assignor to Assignee in the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) with interest, dated April 3, 1991, covering the beneficial interest in the Trust which holds title to certain parcels of real property situated in Lake County, Indiana, and described as set forth on Exhibit "A" which is attached hereto;
- (ii) All future obligations and advances which may be owed by Assignor to Assignee (and its successors and assigns), the principal amount of which future obligations and advances will not exceed \$100,000.00;
- (iii) All future modifications, extensions and renewals of any indebtedness or obligations secured by said Collateral Assignment and Security Agreement; and
- (iv) all obligations and liabilities of Assignor under a certain Loan Agreement executed by Assignor and Assignee as of April 3, 1991, and any and all renewals, modifications, extensions or replacements thereof or substitutions therefor, and all costs and expenses incurred by Assignee in the collection or enforcement thereof

(said documents are hereinafter collectively referred to as the "Loan Documents"). The acceptance of this Assignment, and the collection of rents or the payments under the leases hereby assigned will not constitute a waiver of any rights of the Assignee under the terms of the Loan Documents.



MAY 15 1 17 PM '91
ROBERT H. HARRIS, CLERK
RECORDED

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
OF INDIANA/S.S. NO.
LAKE COUNTY

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It is expressly understood and agreed by the parties hereto that until default occurs under the terms of said note and mortgage and the expiration of any grace or cure periods, Assignor will have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before default occurs, no rent more than two (2) months in advance will be collected or accepted without the prior written consent of the Assignee. In addition to said rentals, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of said lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

Assignor, in the event of default in the performance of any of the terms and conditions of the Loan Documents and the expiration of any grace or cure periods, hereby authorizes the Assignee, at its option, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants (subject to the terms of the leases), bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as reasonably necessary, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its reasonable discretion, may deem proper.

The receipt by Assignee of any rents, issues or profits pursuant to this instrument, after the institution of foreclosure proceedings under said mortgage, will neither cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee will not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, except for Assignee's violation of the terms hereof, and this Assignment will not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, except acts or omissions of Assignee constituting gross negligence or willful misconduct.

Assignor covenants and represents that said Assignor has or will have full right and title to assign any leases and rents assigned hereunder and income and profits due or to become due thereunder, that the terms of said leases have not been materially changed from the terms in the copies of said leases submitted to the Assignee for approval, that no other prior assignment of any interest therein has been made, that except in the ordinary course of Assignor's business, there are no existing defaults under the provisions thereof.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor and the failure of Assignor to cure such violation within thirty (30) days after receipt of notice from Assignee will be deemed a default under the terms of any or all of the Loan Documents.

Default by Assignor under any of the terms of the leases assigned herein will be deemed a default under the terms of any or all of the Loan Documents if such a default has a materially adverse affect on the financial condition of Assignor. Any expenditures made by Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate of Six and one-fourth (6-1/4) Percent per annum above the prime rate of interest quoted and announced by GAINER BANK, NATIONAL ASSOCIATION, from time to time, as adjusted daily to reflect any changes in such prime rate, will become part of the debt secured by these presents.

The full performance of the Loan Documents and the duly recorded release or reconveyance of the property described therein will render this Assignment void.

The net proceeds collected by the Assignee under the terms of this instrument will be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Loan Documents.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Loan Documents.

All rights of Assignee which arise under this Assignment of Rents and Leases are in addition to and not in limitation of any and all rights of Assignee under the Loan Documents and all other documents executed by Assignor.

Notwithstanding any other provisions hereof, it is understood that the parcels identified as parcels 1, 8, and 15 on the attached Exhibit "A" are vacant; leasehold interests related to such parcels will be added to the collateral described herein as such leases come into existence.

Exculpatory Clause. It is expressly understood and agreed that this Agreement is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the real estate described herein in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the real estate described herein or any lease or sale or any mortgage or any disposition thereof. Nothing in this document contained will be construed as creating any personal liability, or personal responsibility of the Trustee, and, in particular, without limiting the generality of the foregoing, there will be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the real estate described herein, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein will 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 Law) 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" or "Transferee" under the Law 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 document.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed this 3rd day of April, 1991.

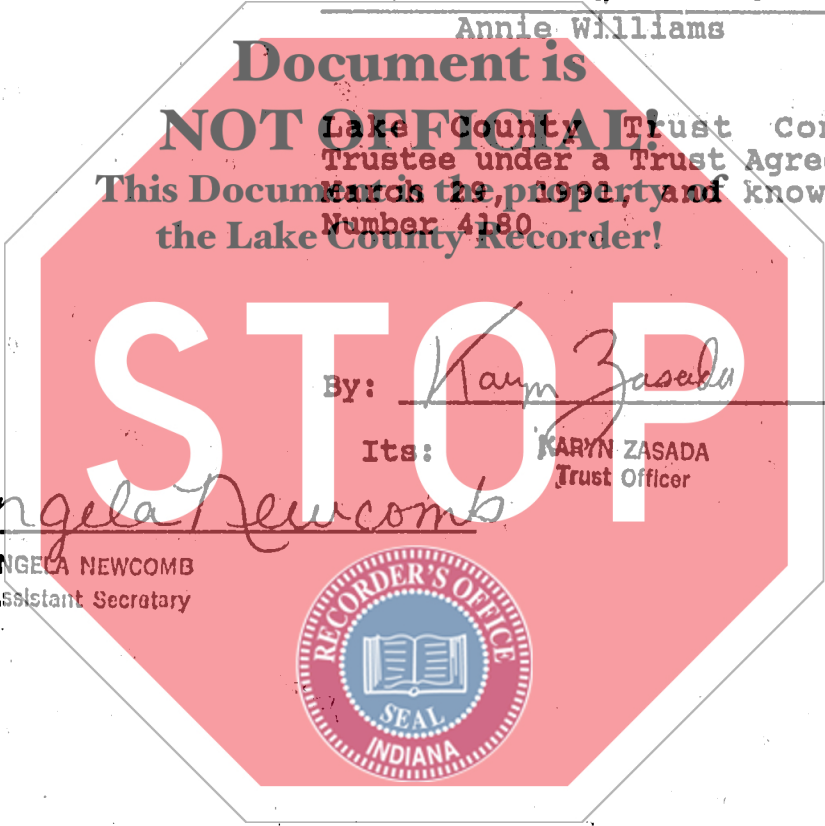
Assignor:

Marion Williams

Marion Williams

Annie Williams

Annie Williams



Document is NOT OFFICIAL. This Document is the property of the Lake County Recorder! Lake County Trust Company, as Trustee under a Trust Agreement dated March 29, 1989, and known as Trust Number 4180

By: *Karyn Zasada*

Its: KARYN ZASADA
Trust Officer

Attest: *Angela Newcomb*

ANGELA NEWCOMB
Assistant Secretary

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

Before me, a Notary Public in and for said County and State, personally appeared MARION WILLIAMS and ANNIE WILLIAMS, personally known to me, and known to me to be the persons who are described in and who executed the foregoing document, and acknowledged the same to be their voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 3rd day of April, 1991.

Katherine M. Gellinger
Notary Public Katherine M. Gellinger

My Commission Expires:

6-10-91

Resident of Lake County

STATE OF INDIANA

COUNTY OF LAKE

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BEFORE ME, the undersigned, a Notary Public, personally appeared Karyn M. Zasada and Angela Newcomb, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Asst. Secretary, respectively, of Lake County Trust Company, being first duly sworn by me upon oath, acknowledged that they have read and understand the foregoing Lease and that they have affixed their names as their own free and voluntary acts and as the free and voluntary act of Lake County Trust Company for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 24th day of April, 1991.



Angelina Bravos
Notary Public Angelina Bravos

My Commission Expires:

May 15, 1993

Resident of Lake County

This Instrument Prepared by: DEMETRI J. RETSON, Attorney at Law
BURKE, MURPHY, COSTANZA & CUPPY
8585 Broadway, Suite 610
Merrillville, IN 46410
(219) 769-1313

EXHIBIT "A"

1. LOT 1, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1700 Central Drive, Gary, Indiana.
Tax Key No. 46-536-01.

2. LOT 2, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1708 Central Drive, Gary, Indiana.
Tax Key No. 46-536-02.

3. LOT 3, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1716 Central Drive, Gary, Indiana.
Tax Key No. 46-536-03.

4. LOT 5, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1732 Central Drive, Gary, Indiana.
Tax Key No. 46-536-05.

5. LOT 3, BLOCK 3, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1733 Central Drive, Gary, Indiana.
Tax Key No. 46-537-03.

6. LOT 6, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1740 Central Drive, Gary, Indiana.
Tax Key No. 46-536-06.

7. LOT 4, BLOCK 3, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1741 Central Drive, Gary, Indiana.
Tax Key No. 46-537-04.

8. LOT 6, BLOCK 3, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1809 Central Drive, Gary, Indiana.
Tax Key No. 46-537-06.

9. LOT 8, BLOCK 3, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1825 Central Drive, Gary, Indiana.
Tax Key No. 46-537-08.

10. LOT 12, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1840 Central Drive, Gary, Indiana.
Tax Key No. 46-536-12.

11. LOT 2, BLOCK 4, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1811 East 19th Avenue, Gary, Indiana.
Tax Key No. 46-538-2.

12. LOT 12, BLOCK 3, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1901 Central Drive, Gary, Indiana.
Tax Key No. 46-537-12.

13. LOT 16, BLOCK 2, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1916 Central Drive, Gary, Indiana.
Tax Key No. 46-536-16.

14. LOT 6, BLOCK 9, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2332 Central Drive, Gary, Indiana.
Tax Key No. 46-543-06.

15. LOT 31, BLOCK 7, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2333 Central Drive, Gary, Indiana.
Tax Key No. 46-541-31.

16. LOT 7, BLOCK 9, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2338 Central Drive, Gary, Indiana.
Tax Key No. 46-543-07.

17. LOT 30, BLOCK 7, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2341 Central Drive, Gary, Indiana.
Tax Key No. 46-541-30.

18. LOT 8, BLOCK 9, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2344 Central Drive, Gary, Indiana.
Tax Key No. 46-543-08.

19. LOT 4, BLOCK 7, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1963 Missouri, Gary, Indiana.
Tax Key No. 46-541-4.

20. LOT 31, BLOCK 4, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1964 Missouri, Gary, Indiana.
Tax Key No. 46-541-8.

21. LOT 8, BLOCK 7, CORRECTED PLAT OF MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1991 Missouri, Gary, Indiana.
Tax Key No. 46-541-8.

22. THE SOUTH 17 FEET OF LOT 13, LOT 14 AND THE NORTH 26 FEET OF LOT 15, BLOCK 30, IRONWOOD, UNIT A, AS SHOWN IN PLAT BOOK 21, PAGE 4, IN LAKE COUNTY, INDIANA.

Commonly known as 2130 Louisiana Street, Gary, Indiana.
Tax Key No. 45-100-14.

23. LOTS 37, 38 AND THE SOUTH 4 FEET OF LOT 36, BLOCK 7, WILSON'S SUBDIVISION, AS SHOWN IN PLAT BOOK 19, PAGE 1, IN LAKE COUNTY, INDIANA.

Commonly known as 2051 Vermont Street, Gary, Indiana.
Tax Key No. 47-282-37.

24. LOT 15, BLOCK 5, MARSHALLTOWN TERRACE, AS SHOWN IN PLAT BOOK 30, PAGE 12, IN LAKE COUNTY, INDIANA.

Commonly known as 2609 East 22nd Place, Gary, Indiana.
Tax Key No. 46-553-15.

25. LOT 31, BLOCK 1, MARSHALLTOWN TERRACE, AS SHOWN IN PLAT BOOK 30, PAGE 12, IN LAKE COUNTY, INDIANA.

Commonly known as 2849 Central Avenue, Gary, Indiana.
Tax Key No. 46-549-31.

26. THE EAST 30 FEET OF LOT 15 AND THE WEST 20 FEET OF LOT 16, BLOCK 5, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2044 Central Drive, Gary, Indiana.
Tax Key No. 46-539-15.

27. THE EAST 30 FEET OF LOT 5 AND THE WEST 20 FEET OF LOT 6, MEASURED BY PARALLEL LINES IN BLOCK 6, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2109 Central Drive, Gary, Indiana.
Tax Key No. 46-540-05.

28. THE EAST 20 FEET OF LOT 17 AND THE WEST 30 FEET OF LOT 18, BLOCK 5, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 2116 Central Drive, Gary, Indiana.
Tax Key No. 46-539-17.

29. THE NORTH 35 FEET OF LOT 21 AND THE SOUTH 10 FEET OF LOT 23, BLOCK 1, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1760 Illinois Street, Gary, Indiana.
Tax Key No. 46-535-22.

30. THE SOUTH 27 FEET OF LOT 6 AND THE NORTH 21 FEET OF LOT 7, BLOCK 1, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1747 Mississippi Street, Gary, Indiana.
Tax Key No. 46-535-06.

31. THE SOUTH 16 FEET OF LOT 9 AND THE NORTH 34 FEET OF LOT 10, BLOCK 1, MARSHALLTOWN, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 29, PAGE 95, IN LAKE COUNTY, INDIANA.

Commonly known as 1813 Mississippi Street, Gary, Indiana.
Tax Key No. 46-535-09.

32. LOT 1, BLOCK 17, RE-SUBDIVISION OF GARY LAND COMPANY'S THIRD SUBDIVISION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 13, PAGE 8, IN LAKE COUNTY, INDIANA.

Commonly known as 1440 West 4th Avenue, Gary, Indiana.
Tax Key No. 44-150-01.

33. LOT 13, BLOCK 4, MARSHALLTOWN TERRACE, IN THE CITY OF GARY AS SHOWN IN PLAT BOOK 30, PAGE 12, IN LAKE COUNTY, INDIANA.

Commonly known as 2553 East 22nd Avenue, Gary, Indiana.
Tax Key No. 46-552-13.