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## MEMORANDUM OF COLLATERAL ASSIGNMENT OF INTEREST IN REAL ESTATE LEASE

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT OF INTEREST IN REAL ESTATE LEASE, made and entered into to evidence the execution of a certain Security Agreement and Collateral Assignment dated April 29 , 1991.

WITNESSETH:

see: doc. #93,024454

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") did assign, as collateral, all of ASSIGNOR'S right, title and interest and further did 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 \$400,000.00 plus interest as evidenced by a Cartain note dated April 29 ..., 1991.

This assignment and security interest was also given to secure any and all other indeptedness or obligations of ASSIGNOR to ASSIGNEE whether now existing or hereafter created and any future advances, and whether early debt of sorimary 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 was 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 collaters, assignment ASSIGNEE did not assume in any way the duties and obligations of the ASSIGNOR under said leases; and the collateral assignment did not release or discharge ASSIGNOR from any obligations to fulfill the terms and conditions thereof.

Dated: April 29, 1991 , 1991

ASSIGNOR:

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

SEE SIGNATURE PAGE ATTACHED

ATTEST:	
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Its:\_\_\_\_\_

THIS INSTRUMENT PREPARED BY: Lambert C. Genetos, Attorney at Law,

8585 Broadway

By:

Merrillville, Indiana 46410

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ATE OF INDIANA/S.S. N

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 Enstrument.

The information contained in this instrument has been furnished the undersigned by the beneficiary under aforesaid frust and the statements made therein are made solely in reliance thereon and no responsible ty is assumed by the undersigned, in its individual capacity for the trutheon accuracy of other 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 29th day of April

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 20, 1988.

Bridan Josoda Karyn Zasaca, Trust Officer

ATTEST:

BY: ( ) QO ( ) Combo

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.

Withess my hand and seal this 29th day of July 1991

Angelise Bravos

Notary Public

My Commission Expires:

Resident: Lake County, Indiana

May 15, 1993

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

LEGAL NAME OF LESSEE	DATE OF LEASE	TERM IN YEARS	YEARLY Base. Rental
1. Anthony & Mary Cifaldi	June 15, 1990	10	\$47,7636.00
2. Kostas & Jessie Mamaes	Nov. 8, 1990	5	\$17,600.00
3. Rarick's T. V. Inc. d/b/a Rarick's Rent to Own	Aug. 7, 1990	.5	<b>\$24</b> ,,00000
4. 1 Stop Business Center, Inc. a/k/a Country Parcels (Laura M. Parker)	sept. 12, 1990	<b>5</b> :	<b>\$12</b> ,870.00



PARCEL 1: PART OF LOT 1, NORTH RIDGE CENTER, AS SHOWN IN PLAT BOOK 65, PAGE 13, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: 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; 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, 503.0 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, 24.0 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES EAST, 80.0 FEET; THENCE NORTH; THENCE NORTH; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 24.0 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES EAST, 80.0 FEET; THENCE NORTH; 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 SOUTH 90 DEGREES EAST, 54 FEET; MORE OR LESS, TO THE WEST LINE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT OF NORTH RIDGE CENTER; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 54 FEET; MORE OR NORTH RIDGE CENTER; THENCE MORTH, 80 DEGREES 39 MINUTES EAST, 54 FEET; MORE OR NORTH RIDGE CENTER; THENCE MORTH, 80 DEGREES 39 MINUTES EAST, 54 FEET; MORE OR NORTH RIDGE CENTER; THENCE MORTH, 80 DEGREES 39 MINUTES EAST, 54 FEET; MORE OF NORTH RIDGE CENTER; THENCE MORTH, 80 DEGREES 39 MINUTES EAST, 50 FEET; MORE OR LESS, THENCE MORTH; 1 DEGREE 21 MINUTES EAST 383 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN AN EASEMENT DATED ADVIL 29: 1991, RECORDED MAY 21 1991, AS DOCUMENT NO. \* 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. W. INTHE CITY OF HOBERT, INDIAMA, BEINGSPART 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, INDIAMA DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN SAID NORTH RIDGE CENTER; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 35 10 PEET TO THE FOINT OF DEGINNING, 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 68 DEGREES 39 MINUTES EAST, 60.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3: NONEXCUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN AN EASEMENT DATED ADVIL 29: 19 AND RECORDED MALL, 1991.

IN AN EASEMENT DATED ADVIL 29: 19 AND RECORDED MALL, 1991.

AS:
DOCUMENT NO. \*\*

FOLLOWING PARCEL OF LAND: A PARCEL OF LAND IN THE SOUTHEAST OUTRIER, OF SECTION 20, TOWNSHIP 36 NORTH; RANGE 7 WEST OF THE 2ND P. M., INFTHE CITY OF HOBART, INDIANA, BEING PART OF LOT 1 IN NORTH RIDGE CENTER; AS PER PLAT THEREOF, RECORDED IN ELMANDOK 65, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 TO SAID NOTES RIDGE CENTER; THENCE NORTH: 1.

DEGREE 21 MINUTES EAST, 54.00 FEET, THENCE HORTH 88 DEGREES 39 MINUTES WEST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 98 DEGREES 39 MINUTES WEST, 65.00

FEET; THENCE SOUTH: 1 DEGREE 21 MINUTES WEST, 81.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 10.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 159.00 FEET; THENCE NORTH: 1 DEGREE 21 MINUTES WEST, 40.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE NORTH: 1 DEGREE 21 MINUTES WEST, 40.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE NORTH: 1 DEGREE 21 MINUTES WEST, 35.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 100.00 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 35.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 150.00 FEET; THENCE NORTH: 46 DEGREES EAST, 150.00 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 35.00 FEET; MENCE SOUTH 1 DEGREE 21 MINUTES WEST, 35.00 FEET; MENCE SOUTH 88 DEGREES 39 MINUTES EAST, 100.00 FEET; THENCE NORTH: 46 DEGREES 21.

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 WITH THE WEST LINE TO THE SOUTH S

PARCEL 4: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN AN EASEMENT DATED ADVIL 29; 1991, RECORDED May 21, 1991, AS DOCUMENT NO. \*\*\*

FOR PARKING AND 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 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES EAST 24

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