

91052750

ASSIGNMENT OF RENTS TO SECURE DEBT

KNOW ALL MEN BY THESE PRESENTS, that HALLAM BYER whose address is 9226 SOUTH EUCLID CHICAGO ILLINOIS of CHICAGO, ILLINOIS, hereinafter sometimes called "Assignor," and being the owner in fee of the premises, together with the buildings and improvements thereon, situated in CITY OF GARY LAKE County, State of INDIANA, known as the ASSIGNOR does hereby assign, transfer and set over unto FORD CONSUMER FINANCE COMPANY having its principal place of business at IRVING, TEXAS, hereinafter sometimes called "Assignee," all the rents now due or payable and/or accrued and also all the rents hereafter accruing and/or which may be and/or become due and payable under and pursuant to the terms of those certain indentures of lease on the SUBJECT PREMISES particularly described in Schedule A attached and made a part hereof, covering those certain premises mentioned and particularly located in and being a part of that real estate and improvements described in that certain PARCEL located in LAKE County, State of INDIANA and more particularly described as follows, to-wit:

FOR REC. # 91052750



ROBERT Oct 11 1991

This Assignment is made as additional security for the payment of the principal and interest of a certain loan in the principal amount of \$ 33,557.99, any and all renewals, extensions and modifications thereof and any and all other obligations, liabilities and indebtedness of Assignor to Assignee, whether now existing or hereafter created.

It is intended hereby to assign and to cover all rents accrued or accruing or becoming due and payable pursuant to the terms of such leases as affect said mortgaged premises at the date hereof, or any part of said premises, and this assignment shall also cover the rents accruing or payable or becoming due under any extension and/or renewals of any of such leases, and this assignment shall also include all future rents accruing or becoming due and payable pursuant to the terms of any and all future leases affecting said mortgaged premises, or any part thereof.

The Assignor agrees that so long as said ASSIGNEE hereinbefore mentioned, or any extension or renewal thereof, remains a lien on said premises, none of said leases nor any of the rents accruing or becoming payable thereunder shall be assigned by it, nor shall the Assignor accept a surrender of any of said leases or of the premises leased thereby except in the ordinary course of business without the prior written consent of Assignee.

It being understood that so long as there shall be no default under the terms and conditions of said MORTGAGE the relationship of landlord and tenant shall exist between such Assignor and the respective tenants under said leases, and the Assignor so long as no default occurs shall have the right to maintain any action or proceeding against any of such tenants to enforce the said Landlord's rights under any of such leases. All of the provisions hereinabove last mentioned, however, being subject to the provisions hereinafter set forth that the Assignor and/or its successors in interest shall not cancel or modify said leases either by agreement with or proceedings against said tenants except in the ordinary course of business without the written consent of Assignee.

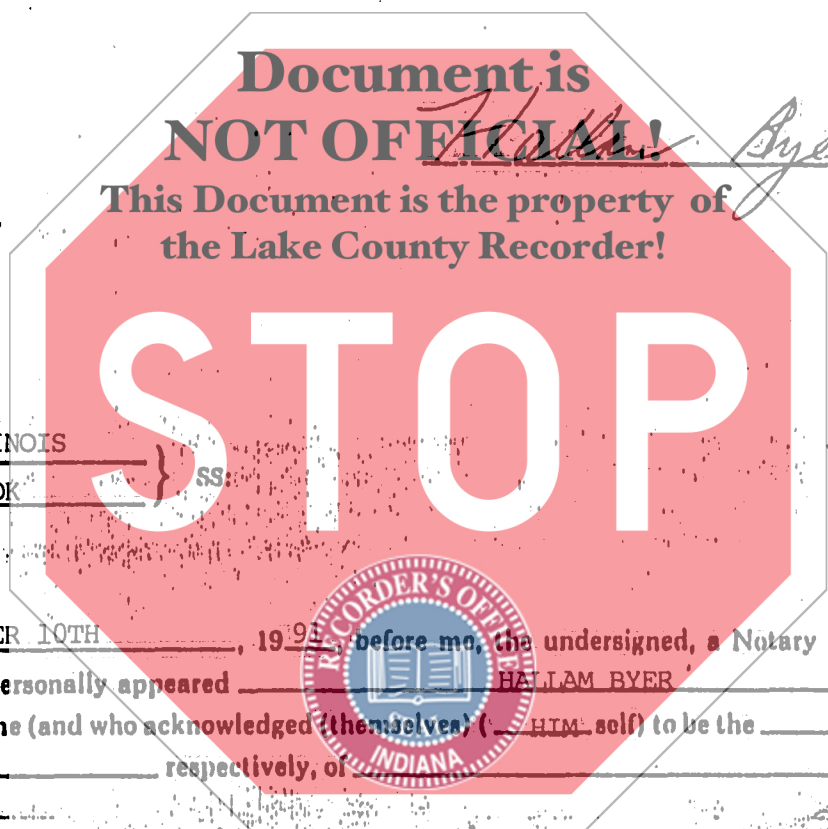
The tenants under the said leases are hereby authorized and directed to pay over to the Assignee, or its duly authorized representative, on written demand therefore, all amounts due or to become due under said leases; provided, however, that so long as there shall be no default in any of the terms and conditions of the said MORTGAGE, or of the indebtedness thereby secured, or of any extensions or renewals thereof, the Assignor or other owner of said premises may continue to manage said premises and to collect all income arising therefrom but only as it accrues.

910

In the event of any default under said MORTGAGE, the Assignee may assume the management of said premises, collect the rentals and other income therefrom and apply the same on the indebtedness secured by said MORTGAGE or on indebtedness secured by any other MORTGAGE on said real estate, and in the event of the sale under said MORTGAGE, all rights of Assignor in and to the rents hereby assigned, or the rents under any extension or renewal of said leases, shall become vested in the purchaser under such sale under the MORTGAGE.

The Assignor represents that it has full and complete right to assign said leases and that so long as said MORTGAGE above referred to remains in effect, it will not assign or pledge said leases, nor any extensions or renewals thereof, nor the rentals or income payable thereunder without the prior written consent of the Assignee, and that it will not cancel or modify said leases, nor accept either by agreement with or proceedings against the tenant except as herein provided without the written consent of Assignee.

IN WITNESS WHEREOF, the undersigned have executed these presents this 10TH day of OCTOBER, 1991.



STATE OF ILLINOIS
COUNTY OF COOK } SS

On OCTOBER 10TH, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HALLAM BYER personally known to me (and who acknowledged (themselves) (HIM self) to be the SAME and INDIANA respectively, of INDIANA

OFFICIAL SEAL
EDWARD M. COOK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 25, 1994

EDWARD M. COOK
NOTARY PUBLIC (PRINTED)
[Signature]
NOTARY PUBLIC (SIGNATURE)

My Commission Expires: _____