

FA-5148

Return to:
Law American Title Insurance Company
5245 North State Drive
Indianapolis, Indiana 46207

92003342

ASSIGNMENT OF RENTS AND OF
LESSOR'S INTEREST IN LEASES

This Assignment of Rents and Lessor's Interest in Leases (this "Assignment") made as of the 15th day of January, 1992, by Roderick C. Bonner and Jacqueline J. Bonner, husband and wife (collectively, "Assignor") having its principal offices at 2039 Ridgewood Avenue, Highland, Indiana 46322.

WITNESSETH:

WHEREAS, Assignor is the owner in fee simple of the real estate together with the improvements thereon legally described in Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, pursuant to a certain Guaranty dated of even date herewith (as the same may be amended, extended, renewed, supplemented and/or modified from time to time, the "Guaranty") made by Assignor and delivered to LaSalle National Bank, a national banking association having its principal offices at 120 South LaSalle Street, Chicago, Illinois 60603 ("Assignee"), Assignor is justly indebted to Assignee for the due and punctual performance and payment in full of all Guaranteed Obligations (as that term is defined in the Guaranty), including, but not limited to, the principal sum of up to Nine Hundred Thousand Dollars (\$900,000) together with interest thereon at the rates provided for in that certain Loan and Security Agreement dated as of even date herewith made by and between Financial Technology, Inc. and Mortgagee; and

WHEREAS, the Guaranty is secured by a certain Mortgage and Security Agreement of even date herewith made by Assignor (the "Mortgage") which is a first lien on the Premises; and

WHEREAS, Assignee requires that Assignor execute and deliver this Agreement.

NOW, THEREFORE to secure the payment and performance of the Guaranteed Obligations and all other obligations, covenants, agreements and liabilities of Assignor under the Guaranty, this Assignment, the Mortgage and/or that certain Environmental Indemnity dated as of even date herewith (the "Environmental Indemnity") made by and among Assignor, J. Michael Thompson, Carol Thompson and Assignee (together with the Guaranteed Obligations, the "Obligations"), Assignor does hereby sell, assign, transfer, convey, warrant, set over and grant unto Assignee all Assignor's right, title and interest in and to the rents, issues and profit of the Premises, including but not limited to, all of Assignor's right, title and interest in any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to by Assignor,

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder



92003341

File

29.00
File

including the leases identified on Exhibit B attached hereto and made a part hereof, together with any and all deposits and profits now due and/or which may become due thereunder by virtue thereof and any and all extensions and renewals thereof and the benefit of any guarantees executed in connection therewith, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and security deposits, and all the avails thereof, to Assignee (collectively the leases and agreements described in the foregoing clauses are referred to hereinafter as the "Leases"), all on the following terms and conditions;

1. Payment of Obligations. Assignor is assigning the Leases to secure the prompt payment when and as due and payable of the Obligations.

2. Powers of Assignee. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney with full power of substitution and with full power for Assignee, in its own name and stead (with or without taking possession of the Premises), to rent, lease, let or sell all or any portion of the Premises to any party, to collect all of avails, rents, issues, deposits and profits now due or that may hereafter become due arising from or accruing under each and all of the Leases or any other tenancy existing or which may hereafter exist on the Premises, and to file any claim or take any other action or proceeding and make any settlement of any claims in its own name or otherwise which Assignee may deem necessary or desirable in order to collect and enforce the payment of said avails, rents, issues, deposits and profits with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

(b) Upon issuance of a deed or deeds pursuant to a foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, thereupon vest and then become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney in fact to execute all instruments of assignment for further assurance in favor of such grantee or grantees and such deed or deeds, as may be necessary or desirable for that purpose.

(c) In the event any tenant under any of the Leases should be the subject of any proceeding under the federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of such tenant's Lease, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee

and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the Obligations Assignee may elect.

3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor is the sole owner of the entire landlord interest in each of the Leases, (ii) each of the Leases is legal, valid and enforceable, is in full force and effect and has not been altered, modified or amended in any manner whatsoever, (iii) each of the tenants respectively named in each of the Leases is not in default under any of the terms, covenants or conditions thereof, and, with respect to each of the Leases, no state of facts exist which, with the giving of notice or lapse of time or both, would constitute a default thereunder, (iv) no rent reserved in any of the Leases has been assigned or anticipated and Assignor has not made any prior assignment of the property or of its interest in any of the Leases and (v) no such rent for any period subsequent to the date of this Assignment has been paid or collected more than thirty (30) days in advance of the time when the same became due under the terms of each of the Leases.

4. Covenants. (a) Assignor covenants and agrees with Assignee that it shall, without cost, liability or expense to Assignee: (i) at all times promptly and faithfully abide by, discharge and perform each and every covenant, condition and agreement in each of the Leases, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of each of the Leases on the part of each of the tenants thereunder to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Leases or the obligations, duties or liabilities of landlord or of any of the tenants thereunder, and pay all costs and expenses of Assignee, including attorneys' fees in any such action or proceeding in which Assignee may appear, (iv) transfer and assign to Assignee upon request of Assignee, any Leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any instruments required to effect such assignment, (v) furnish to Assignee, upon request, a written statement containing the name of each and every tenant under each and every Lease and the terms of each and every Lease, including the spaces occupied, the rental payable and the security deposits, if any, paid thereunder, (vi) exercise within five (5) days of any demand thereof by Assignee any right to request from a tenant under any of the Leases a certificate with respect to the status thereof, (vii) furnish Assignee immediately with copies of any notices of default which Assignor may at any time forward to any tenant of the Premises, or

any portion thereof, (viii) pay immediately upon demand all sums expended by Assignee under authority hereof, together with interest thereon at the default interest rate provided in the Guaranty and (ix) furnish loss of rents insurance in accordance with the provisions of the Mortgage.

(b) Assignor covenants and agrees with Assignee that it shall not: (i) modify, extend or otherwise alter the terms of any of the Leases or any of the guarantees of the Leases, (ii) from and after the date hereof execute any lease of all or any portion of the Premises, without first obtaining Assignee's written consent, which consent may be withheld in Assignee's sole discretion, (iii) in any manner impair the value of the Premises, (iv) permit any of the Leases to become subordinate to any lien other than a lien created by this Assignment, the Mortgage and the Other Agreements, (v) execute an assignment, hypothecation or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premises, except as security for the obligations and (vi) accept any prepayment of any installment of rent under any of the Leases or permit or consent to any assignment, subletting, or other transfer, whether absolutely or for collateral purposes, of any of the Leases or all or any portion of the Premises demised thereunder by any tenant under any of the Leases.

5. Certain Rights of Assignor. So long as there shall exist no Event of Default (as defined in paragraph 6 hereof), Assignor shall have the right to collect at any time of, but not more than thirty (30) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under each and every Lease and to retain, use and enjoy the same.

6. Event of Default. It shall constitute an Event of Default under this Assignment when and (a) if any "Event of Default" occurs under the Guaranty or (b) if any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Assignment or (c) if any representation or warranty of Assignor made herein shall prove to be false in any material respect when made.

7. Assignee's Remedies. Upon the occurrence of an Event of Default, and without regard to the adequacy of any other security therefor or whether or not the entire principal sum of the Obligations is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of the Premises, and together with all documents, books, records, papers and accounts of Assignor or the then manager of the Premises relating thereto, and may exclude Assignor, its agents or servants,

wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in Assignee's sole discretion or in the sole discretion of its successors or assigns may deem proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or subleases permitted pursuant thereto and approved by Assignee, for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the Lien thereof, (iv) extend or modify any of the then existing Leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to tenants to extend or renew terms to expire, beyond the maturity date of the obligations and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding, any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation and management thereof and (vii) receive all avails, rents, issues and profits.

8. Application of Rents. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Assignee or its agent or agents, attorneys' fees and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, water taxes and utility charges now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of the Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alternations, additions, betterments, and improvements of the

Premises, including the cost from time to time of installing or replacing personal property in such condition as will, in the judgment of Assignee, make the Premises readily rentable, (iv) to the payment of any Obligations or any deficiency which may result from any foreclosure sale, or (v) with respect to any surplus of remaining funds, to Assignor, its successors and assigns, as their rights may appear.

9. No Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after the occurrence of an Event of Default or from any other act or omission of Assignee in managing the Premises after the occurrence of an Event of Default. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. Should Assignee incur any such liability under any of the Leases, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor with interest at the default interest rate provided in the Guaranty immediately upon demand. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by any of the tenants or any other person or for any dangerous or defective conditions of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Assignee a trustee or a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions of this Assignment.

10. Defeasance. Upon payment in full of the principal sum and the interest thereon of the Obligations, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal and interest to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to rely thereon.

11. Attornment. A demand on any tenant by Assignee for the payment of the rent on the occurrence of an Event of Default shall be sufficient warrant to such tenant to make future payment of rent to Assignee without the necessity of further consent by Assignor. Assignor hereby authorizes and directs each tenant named in each of the Leases, and any other or future tenant or occupant of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Guaranty and the Mortgage and that an event of default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under such Lease and to continue to do so until otherwise notified by Assignee.

12. Release and Substitution of Security. Assignee may take or release other security for the Obligations, may release any person primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

13. Right to Exercise Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Guaranty, the Mortgage. This Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Guaranty, the Environmental Indemnity and/or the Mortgage, it being agreed and understood that no remedy conferred upon or reserved to Assignee herein or in the Guaranty, the Environmental Indemnity and/or the Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Guaranty, the Environmental Indemnity and the Mortgage contained shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Remedies may be pursued singly, successively or together against Assignor or the Premises at the sole discretion of Assignee. The right of Assignee to collect the Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

14. Binding on Successors; Certain Definitions. This Assignment and the covenants herein contained shall inure to the benefit of Assignee and any subsequent holder of the Guaranty and Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises. The words "Assignor", "Assignee" and "tenant", wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns. The following words and phrases shall be construed as follows: (x) "any" shall be construed as "any

and all"; (y) "include" and "including" shall be construed as "including, but not limited to"; and (z) "will" and "shall" shall each be construed as mandatory. The words "hereby", "hereof", "hereto", "herein" and "hereunder" and any similar terms shall refer to this Assignment as a whole and not to any particular paragraph or subparagraph. The word "hereafter" shall mean after the date of this Assignment and the word "heretofore" shall mean before the date of this Assignment. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
STOP

15. Assignment as Additional Security. This Assignment is given as additional security for all sums secured by the Mortgage. The security of this Assignment is and shall be primary and on a parity with the Premises conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of collection, shall be applied on account of the Obligations, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for the Obligations. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure the Obligations contained in the Mortgage.

16. Subrogation. Assignee shall be subrogated to any lien discharged out of the avails, rents, deposits, incomes and profits of the Premises.

17. Miscellaneous. (a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The paragraph headings in this Assignment are used for convenience only and are not to be taken as a part of this Assignment or to be used in determining the intent of the parties or otherwise in interpreting this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(d) Any notices which any party may be required or may desire to give hereunder shall be delivered in the manner provided in the Mortgage.

18. Nonrecourse. (a) Notwithstanding anything contained in the Guaranty or this Assignment to the contrary, Assignor shall not have any personal liability for the payment or performance of any of the Obligations or for any deficiency judgment that Assignee may obtain after foreclosure of this Assignment and Assignor will look solely to the Premises as security for the Obligations and will not commence any action or enter into any deficiency judgment against Assignor; provided, however, that Assignor shall not be exonerated or exculpated from, and Assignor shall remain personally liable for payment to Assignee of any rents, issues and profits of the Premises received subsequent to the occurrence of an Event of Default and any security deposits, condemnation proceeds and insurance proceeds received by Assignor with respect to the Premises.

(b) The limitations on personal liability set forth in subparagraph 18 (a) above shall not impair the validity of the Obligations or the lien of this Assignment upon the Premises or the right of the Assignee to foreclose and/or enforce the lien hereof. Nothing herein shall be deemed to be a waiver of any right Assignee may have under any bankruptcy law of the United States or any state to file a claim for the full amount of the Obligations owing to Assignee by Assignor or to require that all of the Premises shall continue to secure all of the Obligations to Assignee in accordance with the terms of the Guaranty and this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

Assignor:



Roderick C. Bonner
Roderick C. Bonner

Jacqueline J. Bonner
Jacqueline J. Bonner

This Instrument was prepared by
and when recorded please return to:

Michael F. Sexton
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, IL 60603

STATE OF Illinois)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in said County, in the State aforesaid, do hereby certify that Roderick C. Bonner and Jacqueline J. Bonner, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 15th day of January, 1992.

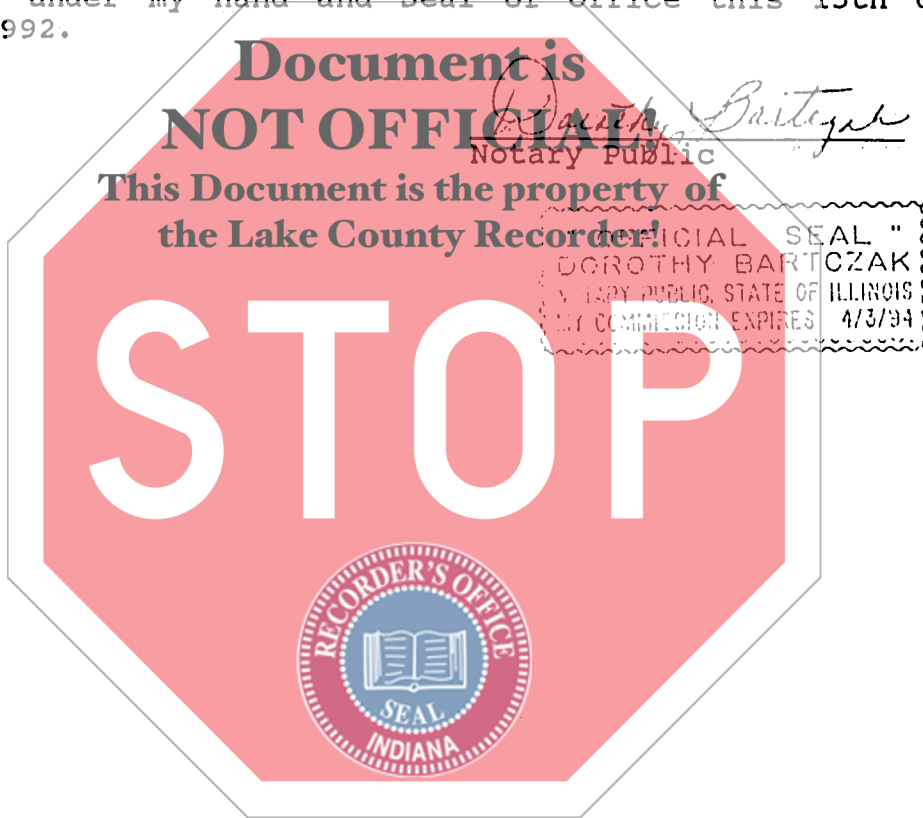


EXHIBIT A

Legal Description

Lots 2 and 3, Toth's Addition to the Town of Highland, as shown in Plat Book 41, Page 123, in Lake County, Indiana.

Property Address: 10029 - 10035 Kennedy Avenue
Highland, Indiana

Key Number:

27-390-2
27-390-3



Exhibit B
Schedule of Leases

Candlelight Ct. Parcel 2

Document is NOT OFFICIAL!

This Document is the property of The Lake County Recorder

1A	K. Schlossberg	10/1/91 - 9/30/92
1B	N. Schlossberg	8/1/91 - 7/31/92
1C	N. Itzcek	1/1/92 - 12/31/92
1D	T. Hudson	9/1/91 - 8/31/92
1E	V. Winston	4/1/91 - 3/31/92
1F	C. Forester	10/1/91 - 9/30/92
1G	J. Taylor	8/31/91 - 7/31/92
2A	C. Pendick	4/1/91 - 3/31/92
2B	H. Janovech	4/1/91 - 3/31/92
2C	L. Snyder	6/1/91 - 5/31/92
2D	G. Bichel	11/1/91 - 10/31/92
2E	J. Zerwinski	4/1/91 - 3/31/92
2F	J. Stewart	1/1/91 - 11/30/92
2G	S. Marcinec	10/1/91 - 9/30/92
3A	M. Copeland	7/1/91 - 6/30/92
3B	M. Mulaney & M. Forgetsky	10/1/91 - 9/30/92
3C	D. Blankenship	7/1/91 - 6/30/92
3D	M. Rex	2/1/91 - 8/31/92 (Renewed)
3E	K. Herr	9/1/91 - 8/31/92
3F	G. Muehlbauer	9/1/91 - 8/31/92
3G	S. Jillson	10/1/91 - 9/30/92