

464 75724  
LD

Chicago Title Insurance Company

93018972: CONDITIONAL ASSIGNMENT OF RENTS

THIS INSTRUMENT made this 25th day of March by and between FIRST FEDERAL SAVINGS BANK OF INDIANA, hereinafter known and designated as "LENDER", and Dallas Development Corporation, Michael J. Kalustian and Kathy Kalustian, hereinafter jointly known and designated as "UNDERSIGNED", WITNESSETH:

WHEREAS the Undersigned did on March 25, 1993 execute a certain principal promissory note, calling for the payment of the principal sum of Two Hundred Twenty Thousand and 00/100 (\$220,000.00) together with interest, payable to the order of Lender ("the loan"), and did secure the payment thereof by a mortgage of even date to the Lender on the following described real estate, to wit:

LOT "P", (EXCEPT THE WEST 5 FEET THEREOF AND EXCEPT THE EAST 100 FEET THEREOF), COMMERCE PARK PLANNED BUSINESS CENTER, IN THE TOWN OF MERRILLVILLE, AS SHOWN IN PLAT BOOK 48, PAGE 119; IN LAKE COUNTY, INDIANA.

NOW THEREFORE, for valuable consideration and as part of the consideration for said loan and as additional security for the repayment of the loan, the Undersigned does hereby sell, assign, transfer and set over unto the Lender its successors and assigns, all of the rents, issues and profits due or to become due of and from the real estate; to operate, maintain, manage and when necessary to release the real estate or any part thereof, and to take possession thereof in its own name or in the name of an agent, and to collect all rents, issues and profits therefrom and of and from the improvements thereon and apply the sums of money so collected as hereinafter provided; and the tenants in, upon and about the real estate and all others having an interest in and to the real estate and hereby authorized to pay unto the Lender, or its order, all sums due or to become due under such tenancy, and the Lender is hereby authorized to give for and in behalf of the Undersigned full receipt for any payments so made.

The Undersigned hereby conveys, transfers and assigns to Lender, all the rights, interests and privileges which Undersigned as lessor or as successor to lessor has or may have in any and all leases (the "Leases") now existing or hereinafter made (including without limitation those listed on Exhibit "B" attached hereto and by reference incorporated herein,) and affecting the Real property located in Lake County, Indiana, described more specifically in Exhibit "A" attached hereto and by this reference incorporated herein or any part thereof and any and all buildings and improvements now or hereafter erected thereon and the additional rights in Real property covered by the mortgage granted by the undersigned to Lender contemporaneously with the execution hereof concerning the property described in Exhibit "A" (the "Mortgage") as said Leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom.

The Lender is further authorized, but shall not be obligated to pay taxes, assessments and charges on the real estate; insure, repair and/or improve the buildings located thereon; and expend such sums of money as may be necessary to defend the title or property or the use thereof, or recover rents and profits, or protect rental rights, and/or make such other expenditures as it may in its sole discretion deem necessary, proper or expedient. The Lender may, but shall not be obligated, to advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from the real estate and shall be repaid to the Lender before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by the Lender, any unpaid balance shall become part of the debt secured by the mortgage and shall bear interest at the Lender's Business Index Rate plus One and One Half Percent (1 1/2%) per annum from the date of advancement; and in the event such advancements are made after the mortgage debt has been reduced to judgment, the Undersigned will, subject to the other terms, covenants and conditions herein contained, pay such advancements with interest to the Lender in addition to any amount necessary to pay and satisfy the judgment, interest and costs, or to redeem the property from foreclosure sale, and the Lender shall be entitled to retain possession of the property until such advancements and interest are fully paid. The Lender's Business Index Rate is defined as the Prime rate quoted from time to time by the First National Bank of Chicago during the term of the Note and any extension thereof.

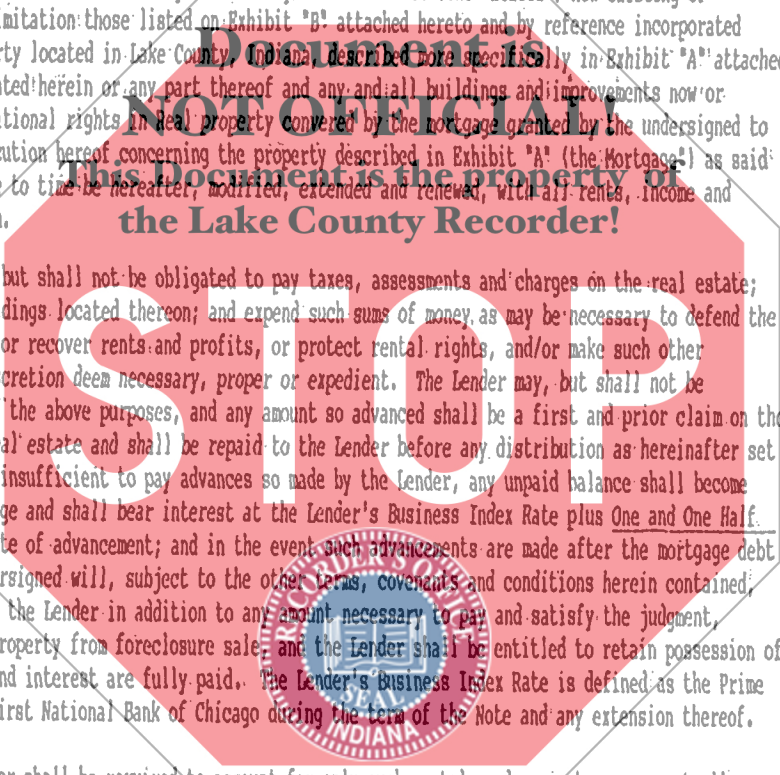
It is further agreed that the Lender shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of the Lender for failure to rent the premises or any part thereof, or for failure to make collection of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to the Lender only and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting, the correctness of the books and records of the Lender shall be deemed conclusive.

It is further understood and agreed that the Lender shall, in the exercise of its control and management of the real estate, be deemed the agent of the Undersigned and shall not be liable for any damages to any person or property where such damage arises out of the operation of or in connection with the real estate.

It is further understood and agreed that the acceptance by the Lender of any payments under any lease or contract with reference to the real estate from any tenant or other person shall not bar or abridge any of the right of the Lender under its mortgage.

This contract shall remain in full force and effect so long as the mortgage remains an enforceable lien; and in the event of foreclosure, then during the period of redemption after sheriff's sale and until recording of the sheriff's deed issued under such foreclosure proceedings. This agreement shall not affect the right of the Undersigned to redeem from foreclosure of the mortgage, but such redemption shall not terminate this agreement unless and until the mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by the Lender, with interest as above mentioned, have been fully paid to it. In the event of the termination of this agreement, the Undersigned will approve and accept any and all outstanding leases made by the Lender and/or its agent, but only to the extent of a period of one (1) year from date of termination of this agreement.

For Wtg see doc. # 93018971



SAHILLI WILSON  
RECORDER

MAR 26 1 23 PM '93

STATE OF INDIANA/S.S.NO.  
LAKE COUNTY  
FILED FOR RECORD

900  
A

The provisions of this agreement are a covenant running with the real estate and shall bind all persons hereafter acquiring any interest in the real estate, and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

Any amount received or collected by the Lender by virtue of this agreement shall be applied as follows, but not necessarily in the order stated, the priority of payment of such items to be within the sole discretion of the Lender.

1. To the repayment of the Lender of any and all amounts advanced by it under the terms of this agreement together with interest at Lender's Business Index Rate plus One and One Half Percent (1 1/2%) per annum on the advancements from the date of same;
2. To the payment of taxes, assessments and charges and the expense of insurance; but the Lender shall not be obligated to keep insurance on the real estate or to make repairs to and/or improvements on the real estate;
3. To the payment of all other necessary expenses to the management, protection and/or preservation of the property;
4. To the payment of all amounts due or to become due under the mortgage and/or to the payment of any judgment rendered thereon together with costs and expenses;
5. The surplus, if any, after full payment of the above shall be paid to the then owner of the real estate at the time such payment is made.

It is understood and agreed that this agreement is but additional security for the payment of the mortgage debt, and shall not be deemed to be any payment thereof except as to money actually received by the Lender and applied as such payment under the terms of this agreement; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the the mortgage; nor shall the application of any or all money received by the Lender under this agreement toward curing such default in any manner waive such default or prevent foreclosure because of the same; the Lender hereby expressly reserving all of its rights and privileges under the mortgage as fully as though this agreement had not been entered into.

The Lender shall not be liable for any act or failure to act under the terms of this agreement except for willful misconduct or gross negligence; nor shall the Lender be liable for the act or omission of any agent if the Lender shall have used reasonable care in the selection of such agent.

Notwithstanding that this instrument is a present and executed Assignment of the Rents, issues and profits and a present and executed grant of the powers hereinbefore granted to the Lender, it is agreed that so long as the mortgage is not in default the Undersigned is to be permitted to collect and retain the rents, issues and profits, provided, however, that in no event shall the Undersigned have authority to collect any rents, issues or profits for any period in excess of thirty (30) days from the date of any such collection; and provided further that if the real estate shall come into the hands of any officer of any court on any writ of any nature whatsoever against the real estate, as the property of the Undersigned, then upon the happening of any one or more of such events, without any notice or election on the part of the Lender being given, the Lender shall have the immediate and automatic right to the management and control of the real estate and the improvements thereon to the full extent of all rights given to it under this agreement even though there be no existing default on the part of the Undersigned.

This agreement shall not be terminated except as herein provided, and shall not be altered, modified or amended except by written agreement signed by the parties hereto.

That the terms, covenants and agreements herein contained shall be binding alike on the parties hereto, their heirs, executors, administrators and/or assigns.

THE LENDER'S BUSINESS INDEX RATE IS DEFINED AS THE PRIME RATE QUOTED FROM TIME TO TIME BY THE FIRST NATIONAL BANK OF CHICAGO DURING THE TERM OF THE NOTE.

WITNESS my hand and seal this 25th day of March, 1993.

DALLAS DEVELOPMENT CORPORATION

Michael J. Kalustian, President  
Michael J. Kalustian, President

Kathy Kalustian, Vice Pres  
Kathy Kalustian, Vice President

Michael J. Kalustian, Individually  
Michael J. Kalustian, Individually

Kathy Kalustian, Individually  
Kathy Kalustian, Individually

THIS INSTRUMENT PREPARED BY:  
RANDALL WALKER, FIRST FEDERAL  
SAVINGS BANK

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF LAKE    )

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the above named Michael J. Kalustian, President and Kathy Kalustian, Vice President of Dallas Development Corporation and Michael J. Kalustian, Individually and Kathy Kalustian, Individually who acknowledged the execution of the above and foregoing Conditional Assignment of Rentals as their free act and deed and for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 25th day of March, 1993.

My commission expires: September 17, 1996  
Shelana Jane Carter RES. Lake County, Indiana