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Chicago Title Insurance Company



THE MERCANTILE NATIONAL BANK OF INDIANA

5243 Hohman Avenue
Hammond, Indiana 46320
(219) 932-8220 *LENDER* Member FDIC

93052708

GRANTOR

Williams Properties Indiana, Inc.
PO Box 15428
Little Rock, Arkansas

Telephone Number
(800) 289-6600

ASSIGNMENT OF RENTS

BORROWER

Williams Properties Indiana, Inc. and
Maverick Transportation, Inc.
PO Box 15428
Little Rock, Arkansas

ADDRESS OF REAL PROPERTY:

333 N. Blaine Street
Gary, Indiana

AUG 12 10 13 AM
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SANDY WALSH
RECORDER

Telephone Number
(800) 289-6600

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
WHS	VARIABLE	\$431,925.00		8-01-94		

1. **ASSIGNMENT.** To further secure the payment of the Promissory Note or Credit Agreement described above (the "Note"), the performance of the Note, this Assignment or the Mortgage which encumbers the real property described on Schedule A (which is incorporated herein by this reference); payment of all other sums with interest thereon becoming due to Lender under the provisions of the Promissory Note or Credit Agreement, the Mortgage, this Assignment or any other instrument evidencing or securing the Note (including Guarantors), Grantor for good and valuable consideration, receipt of which is hereby acknowledged, absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property and any improvements located thereon (the "Premises"). This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, royalties, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment for security purposes only.

2. **MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

3. **COVENANTS OF GRANTOR:** Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender, including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rents.
- d. Refrain from modifying, terminating or accepting the surrender of any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.
- f. Refrain from subordinating the Leases or right to receive rents or permit or agree to such subordination, or consent to any assignment or subletting, without the written consent of Lender.

4. **REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to and covenants with Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.
- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
- e. Grantor has the power and authority to execute this Assignment.
- f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. **GRANTOR MAY RECEIVE RENTS.** As long as Grantor or Borrower is not in default under any obligation to Lender or under the Mortgage or this Assignment, Grantor may collect all rents and profits from the Leases not more than thirty (30) days after the date when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

6. **DEFAULT AND REMEDIES.** Upon default in the payment of any indebtedness of Borrower to Lender or in the performance of any obligation or covenant of Borrower or Grantor in this Assignment or any other instrument securing the debt evidenced by the Note, Lender may at its option without waiving such default, without notice and without regard to the adequacy of any security for such obligations, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property, and to the indebtedness evidenced or secured by the Note, Mortgage, or Assignment together with all costs and attorney's fees in such order of priority as to any of the items mentioned in this paragraph 6 as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees and other costs, shall become part of the indebtedness secured by the Mortgage and this Assignment.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

Dated: AUGUST 3, 1993

GRANTOR: Williams Properties Indiana, Inc.

BY: Steve R. Williams
Steve R. Williams

TITLE: President

GRANTOR:

BY: _____

TITLE: _____

GRANTOR:

BY: John A. Culp
John A. Culp, Assistant Secretary

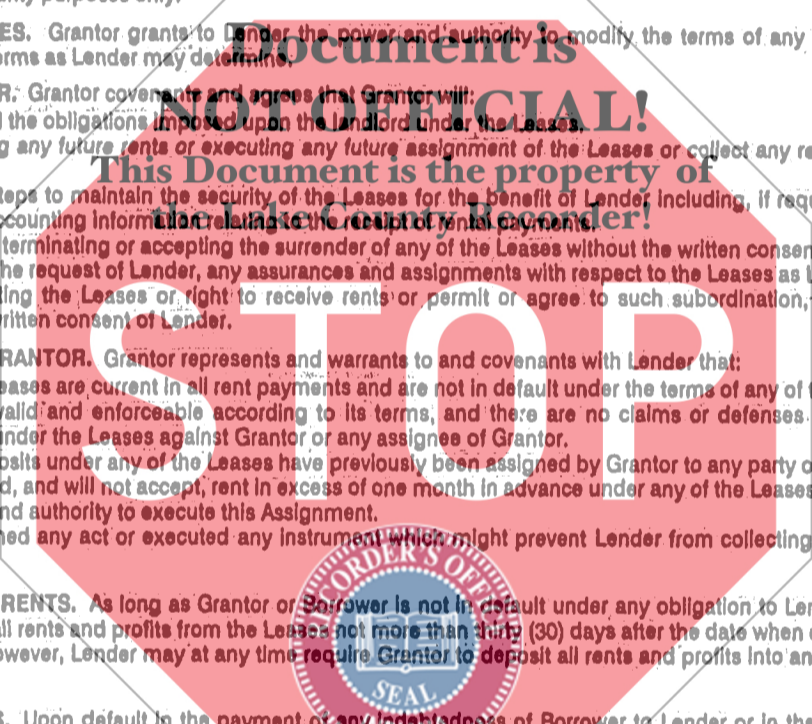
TITLE: _____

GRANTOR:

BY: _____

TITLE: _____

For info see doc. # 93052707



7. POWER OF ATTORNEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment before or after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, expenses and reasonable attorneys' fees, shall be secured by the Mortgage and this Assignment. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender by Grantor under any obligation.

9. NOTICE TO TENANTS. A written demand by Lender under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor will facilitate in all reasonable ways Lender's collection of rents, issues, royalties, income and profits and upon receipt will execute a written notice to each tenant or occupant directing payment to Lender.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage and shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

11. LENDER'S LIABILITY AFTER DEFAULT. Lender shall not be liable for any loss sustained by Grantor resulting from Lender's failure to let the Premises after default or from any other act or omission of Lender in managing the Premises after default unless such loss is caused by the willful misconduct or bad faith of Lender. This Assignment shall not operate to place responsibility for (i) the control, care, management or repair of the Premises or (ii) the carrying out of any of the terms and conditions in any assigned Leases upon Lender, nor shall it operate to make Lender responsible for (x) any waste committed on the Premises by any parties occupying or using the Premises, (y) any dangerous or defective condition of the Premises, or (z) any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, occupant, licensee, employee or stranger. Lender may take or release other security for the payment of the indebtedness evidenced or secured by the Note or the Credit Agreement, the Mortgage or this Assignment, may release any party primarily or secondarily liable therefor any may apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights under this Assignment.

12. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor may have under applicable law.

13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees and collection costs (subject to any restrictions imposed by law).

16. MISCELLANEOUS:

- a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender (and any subsequent holder of the Note) and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. ADDITIONAL TERMS:

State of INDIANA)
)
County of LAKE)

Before me, a Notary Public in and for said County and State, personally appeared STEVE R. WILLIAMS, PRESIDENT OF WILLIAMS PROPERTIES, INC., INDIANA, INC. who acknowledged execution of the foregoing INSTRUMENT and stated that the representations therein contained are true.
Witness my hand and Notarial Seal this 3RD day of AUGUST, 1993

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC
My County of Residence: LAKE
JOANNE JONES
(Printed Signature)

My Notarial Commission Expires: 8-16-96

State of _____)
) ss.
County of _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, who acknowledged execution of the foregoing _____, a(n) _____, and stated that the representations therein contained are true.
Witness my hand and Notarial Seal this _____ day of _____.

(NOTARIAL SEAL)

NOTARY PUBLIC
My County of Residence: _____
(Printed Signature)

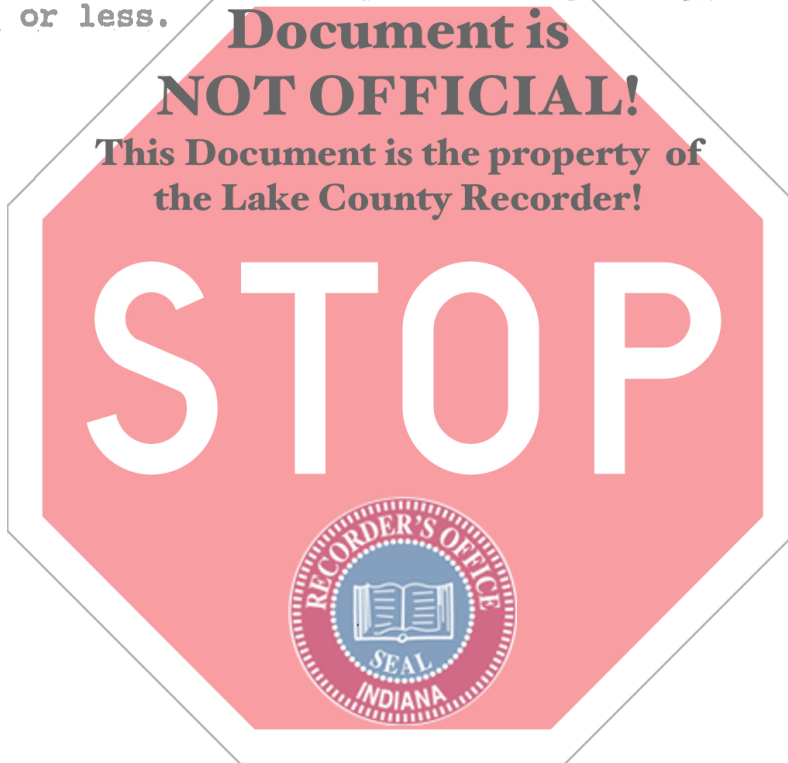
My Notarial Commission Expires: _____

SCHEDULE A

The street address of the Property (if applicable) is: **333 N. Blaine Street
Gary, Indiana**

The legal description of the Property is:

Part of the East half of the Northwest 1/4 of Section 2, Township 36 North, Range 9 West of the 2nd P.M., Lake County, Indiana, being particularly described as: Commencing at a "T" rail at the center of said Section 2; thence West along the South line of the Northwest 1/4 of said Section 2, 100 feet; thence North 00°-15'-30" West parallel with the East line of the Northwest 1/4 of said Section 2 along the West right-of-way line of the E.J. & E. Railroad a distance of 1,910.89 feet to the point of beginning which is 714.45 feet South of the North line of said Section 2; thence South 00°-15'-30" East, along the west right-of-way line of the E.J. & E. Railroad, 400.31 feet; thence North 89°-57'-15" West, to the East right-of-way line of Blaine Street (30 feet); 1,168.90 feet; thence North 00°-15'-30" West, along the East right-of-way line of Blaine Street (30 feet), 399.99 feet; thence South 89°-58'-12" East to the West right-of-way line of the E.J. & E. Railroad, 1,163.90 feet to the point of beginning, containing 10.69 acres, more or less.



Prepared by and Return to: **Harry E. Deakin, Vice President
Mercantile National Bank of Indiana
5243 Hohman Avenue
Hammond, IN 46325**

SW
[Signature]
Initials