

ASSIGNMENT OF RENTS

94024737 94018294

Loan No. _____

KNOW ALL MEN BY THESE PRESENTS, that Centier Bank, F/K/A The First Bank of Whiting, an Indiana Corporation, as Trustee of Trust Number 1923, dated 6/13/91

of the City of Crown Point, County of Lake, State of Indiana

in order to secure an indebtedness of Nine Hundred Forty Four Thousand Six Hundred Dollars (\$ 944,600.00) as Document No. 94018294*

executed a mortgage of even date herewith, mortgaging to hereinafter referred to as the Mortgagee, the following described real estate:

LOT 4 AND THE SOUTH 8 FEET OF LOT 3 IN THE RESUBDIVISION OF THE CORRECTED PLAT OF HARKER TRUMP INDUSTRIAL PARK, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70 PAGE 43, IN THE OFFICE OF THE RECORDER LAKE COUNTY, INDIANA.

*This assignment is being re-recorded to insert prep statement. and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Mortgagee, and or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and relet said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name (s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents, and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 3rd

day of March A. D., 19 94

_____(SEAL) See attached signature page. _____(SEAL)

_____(SEAL) _____(SEAL)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 14 9 52 AM '94
SARAH E. BOYD, REC'D

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
APR 1 1994
SARAH E. BOYD, REC'D

Handwritten signature and initials.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 13th day of June, A.D. 1991, creating Trust No. 1923; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by CENTIER BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against CENTIER BANK, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

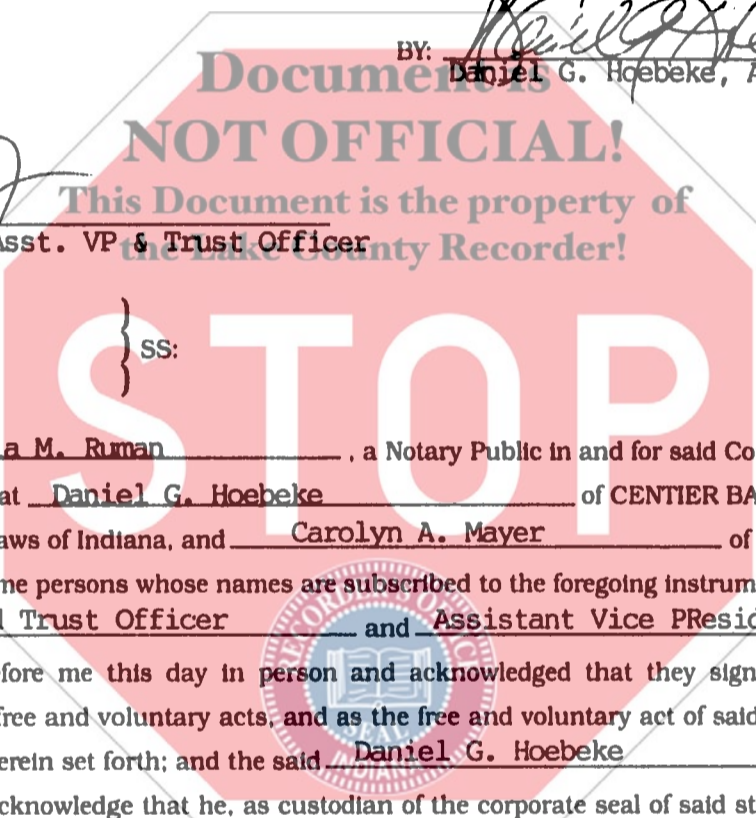
IN WITNESS WHEREOF, said CENTIER BANK has caused its name to be signed to these presents by its Assistant Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice President and Trust Officer the day and year first above written.

CENTIER BANK, as Trustee
aforesaid and not personally,

BY: [Signature]
Daniel G. Hoebeke, Asst. VP & Trust Officer

ATTEST:

[Signature]
Carolyn A. Mayer, Asst. VP & Trust Officer



STATE OF Indiana

COUNTY OF Lake

SS:

I, Patricia M. Ruman, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Daniel G. Hoebeke of CENTIER BANK, a state bank organized under the state banking laws of Indiana, and Carolyn A. Mayer of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Assistant Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said state bank as Trustee, for the uses and purposes therein set forth; and the said Daniel G. Hoebeke did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of March, 1994

[Signature]
Patricia M. Ruman
NOTARY PUBLIC

My Commission Expires:

March 3, 1995

Resident of Lake County

Prepared By Daniel G. Hoebeke