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THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Brent E. Frank
Beverly Bank Matteson
4350 Lincoln Highway
Matteson, IL 60443

APR 6 1 10 PM '54
RECORDED

Chicago Title Insurance Company

ASSIGNMENT OF RENTS, LEASES AND CONTRACTS

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, Trucco, Inc.

(herein called the "Assignor"), hereby sells, assigns, transfers and conveys to Beverly Bank Matteson, its successors and assigns (the "Secured Party"), all of the right, title and interest of Assignor in, to and under any and all leases, tenancies and other agreements and contracts relating to or arising from all or any portion of the premises (hereinafter defined) whether now or hereafter existing (said leases, tenancies and other agreements being herein collectively called the "Leases"), and in and to all of the rents, issues, profits, and income whatsoever and in all of the rights, interests and privileges arising from or which may be had under any Leases now existing or which may be hereafter created (and under any extensions or renewals thereof), development agreements and NIPSCO agreements, (as defined in the construction loan agreement) and all other rights, interests and privileges now existing or which may be hereafter created on or relating to the real estate described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon (said real estate, buildings and improvements being herein referred to as the "premises"), as collateral security for:

(a) the payment of the indebtedness now or hereafter evidenced by those certain Secured Promissory Notes in the original principal amounts totaling \$1,244,000.00, executed by the Assignor and payable to the Secured Party as more fully set forth therein (said notes, together with all notes issued in substitution or exchange therefor or in renewal thereof, as any of the foregoing may be amended, modified, or supplemented from time to time hereafter, being herein referred to as the "Note"); and

(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions under any document executed and delivered to the Secured Party as an inducement to the Secured Party to make the loan evidenced by the Note or securing payment of the indebtedness evidenced by the Note, including, without limitation, (i) that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by the Assignor in favor of the Secured Party; (ii) that certain Construction Loan Agreement of even date herewith by and between Assignor and Secured Party, and (iii) all other instruments

For mtg see doc # 94025660

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of security executed by any party and securing the indebtedness evidenced by the Note, including any guaranties given therefor (all of the documents described in this subparagraph (b) being herein called the "Security Documents"); and

(c) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions herein contained.

The obligations described in the foregoing subparagraphs (a), (b), and (c) are hereinafter sometimes collectively called the "Obligations".

Assignor will observe and perform all covenants, conditions, and agreements in the Leases or in any lease or contract now or hereafter affecting any portion of the premises or in any assignment to Secured Party of any such lease or contract on the part of the Assignor to be observed and performed thereunder.

Upon notice given by Secured Party from time to time, Assignor shall prepare and deliver to Secured Party a complete listing of all leases then in effect, such list to include with respect to each such lease, the name of the lessee, the term and rent payable, the status of the rent payments, and such other information as Secured Party shall reasonably request.

It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the rental of the premises or any part thereof unless and until there shall be an event of default or default, as the case may be, under the Security Documents and said event of default shall be continuing, or if there shall be a failure to perform or observe any covenant, warranty, term or condition hereof (each of the foregoing being deemed an event of default hereunder). Upon the occurrence of an event of default hereunder, the Secured Party shall be entitled forthwith to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income relating to the rental of the premises, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new Leases thereon, making adjustments of existing Leases, contracting and paying for such improvements, repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and discretion of the Secured Party may be necessary to maintain the same in a tenantable and marketable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of the Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses

incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of the Secured Party, in connection with the premises and the operation thereof, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note or the Security Documents (or any of them).

In the event of an event of default, the Assignor agrees to endorse and deliver to the Secured Party, all then existing Leases as the Secured Party may from time to time request. Without limiting the provisions of the immediately preceding sentence, and whether or not the Assignor endorses and/or delivers said Leases to the Secured Party as aforesaid, this Assignment shall be deemed to be an assignment of all Leases to the Secured Party. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to the Secured Party by Assignor.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon the Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make the Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair, alteration or control of the premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment and the collection of the rents hereby assigned in the event of an event of default shall be without prejudice to and shall not constitute a waiver on the part of the Secured Party or of any of the Secured Party's rights or remedies under the terms and conditions of the Note, or the Security Documents, at law or in equity, or otherwise.

The Secured Party may, at its option, upon an event of default, notify any tenants or other parties of the existence of this Assignment.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of the Secured Party.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor hereunder shall bind its respective successors and assigns. The Assignor agrees that if the Secured Party gives notice to the Assignor of an assignment of said rights, upon such notice the liability of the Assignor to the assignee shall be immediate and absolute. The Assignor will not set up any claim against the original or any intervening secured party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

If the Assignor consists of more than one person or entity, the liability of each hereunder shall be joint and several.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Rents, Leases and Contracts as of the 4th day of April, 1994.

NOT OFFICIAL!

This Document is the property of
Trucco, Inc.
the Lake County Recorder!

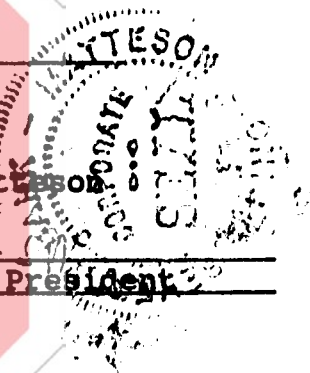

By: Efren Boglio, President

Beverly Bank Matteson

By: 
Senior Vice President

ATTEST:


Title: Vice President



ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook

I, Beverly K. Metzner, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Cheryl E. Boylston who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of April, 1994.

SEAL Beverly K. Metzner
Notary Public
My Commission Expires _____

"OFFICIAL SEAL"
Beverly K. Metzner
Notary Public, State of Illinois
My Commission Expires Oct. 11, 1995

STATE OF ILLINOIS) SS
COUNTY OF Cook)

I, Beverly K. Metzner, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Brent Frank, Sr. Vice President of Beverly Bank Matteson, an Illinois banking association (the "bank"), and Lyne Russell, Vice President of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and _____ respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and the said Sr. Vice President then and there acknowledged that he, as custodian of the seal of said bank did affix the seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of April, 1994.

(SEAL) Beverly K. Metzner
Notary Public
My Commission Expires: _____

"OFFICIAL SEAL"
Beverly K. Metzner
Notary Public, State of Illinois
My Commission Expires Oct. 11, 1995

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Street Address: 1426 - 1496 Carriage Oaks, Dyer, In. 46311

PIN # 14-233-1 (Tax Unit No.12)

LOT 1, THE COURT OF CASTLEWOOD, AN ADDITION TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 72, PAGE 38, AND AS AMENDED BY PLAT RECORDED IN PLAT BOOK 74, PAGE 28, IN LAKE COUNTY, INDIANA.

