

iana 46320 "LENDER" Member F

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ASSIGNMENT

Page 1 of 3 ..

DIC 5243 Hohmant Ave	its Land Trust #5886 inue	RENTS'
OWER	ADDRESS O	F REAL PROPERTY:

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	Jerald J. Good %Focus Ent 8401 Virginia St. Merrillville, IN 46410: Telephone Number			State Road: #55: & 141st Street Crown Point, IN 46307		TITLE II: SURAN		
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Č	OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING AGREEMENT		MATURITY DATE	CUSTOMER NUMBER	LOAN HUMBER
	RWB	VARIABLE	\$500,000:00	04/14	/94	07/01/95	10850	

ASSIGNMENT. To further secure the payment of the Promissory Note or CreditiAgreement 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 andivaluable consideration, receiption 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 leases, and advantages to be derived by the Grantor from the Leases including, but into timited to all rents, issues; royalties, income and confits advantages to be derived by the Grantor from the Leases including to the Assignment is an absolute resulting and property and advantages to be derived by the Grantor from the Leases. This Assignment is an absolute resulting to the Assignment is a payment in the lease and resulting to the Assignment is a payment in the lease and resulting the Assignment is a payment in the lease and resulting the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment in the lease and the Assignment is a payment i and profits arising from the Leases and renewals thereof, and all security deposits paidlunder 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:

- 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.
- 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 rental payments.

 Refrain from modifying, terminating or accepting the surrender of any of the Leases without the written consentiof Lender.

 Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

 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:

- The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- 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.

 No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

 Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.

 Grantor has the power and authority to execute this Assignment.

 Grantor has not performed any act or executed any instrument which mightiprevent Lender, from collecting rents and taking any other action; under this Assignment.

- under this Assignment.
- 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 depositual 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, 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 clemer and to a 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 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 andimay discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paidifrom the rents, issues, income andiprofits received; and any unpaidiamounts shall be expensed. These amounts, together with attorneys' fees and other costs, shall become part of the indebtedness secured by the Note and Mortgage. and this Assignment.

GRANTORIACKNOWLEDGES: THAT GRANTORIHAS 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. ADDIT, 14. 1994

GRANTOR: Mercantile National Bank of Indiana as Trustee for its Land Trust #5886	GRANTOR:
BY:	BY:
SEE SIGNATURE PAGE ATTACHED	TITUE:
GRANTOR:	GRANTOR:
BY:	BY:
TITLE:	TITLE:

- 7. POWER OF ATTORNEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with affinterest, 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, deems 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 ours any default or affect such proceedings or sale which may be held as a result of such proceedings.
- 8. BENEFICIAL*INTEREST. Lender shallinot-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 irents directly to Lender and ito 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 trights granted are separate and lindependent from any obligation contained linithe 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 tauthority 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) anywaste committed on the Premises by any parties occupying or using the Premises, (y) anywdangerous or defective condition of the Premises, or (z) anywaste committed on 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 becontained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fall to exercise any of its rights without causing at 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, falls 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 sentito the parties at 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 CCSTS. It 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 detault by Granter under the terms of any of the Lease which would entitle the tenant thereunder tolcancellor 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 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 green, their each property. Grantor consents to the jurisdiction and
 - 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.	ADD	ITIONAL	TERMS.
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state of)	
unty of),	
Before me; a Notary Public in and for said Como acknowledged execution of the foregoing		ppearedand stated that the representations therein contained are true.
(NOTARIAL SEAL)		NOTARY PUBLIC My County of Residence:
Notarial Commission Expires:		(Printed Signature)
State of:)	
ounty of) ss.)	r _e e.
of	•	ppeared
n), who ac and on behalf of said, who ac Witness my hand and Notarial Seal this	ar	e foregoing ndistated that the representations therein contained are true,
•	•	
(NOTARIAL SEAL)		NOTARY PUBLIC My County of Residence:
y.Notarial Commission Expires:		

SCHEDULE A

The street address of the Property (if applicable) is: State: Road #55 % 141st Street Crown: Point, IN 46307

The legal description of the Property is:

DEF

Southeast 1/4 of the Southeast 1/4 and the South 30 acres of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 all in Section 29, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.



Prepared by and Return to:

Prepared: By: Returned: To:

Robert W. Bielfeldt, Assistant Vice President Mercantile National Bank of Indiana P.O. Box 249 Hammond, IN 46325

ASSIGNMENT OF RENTS, DID., 4-14-94, STATE RD 355 & 141ST ST., CROWN POINT, IN 46307 'is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 9TH day of MARCH 1994, creating Trust 5886; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the M&E RCA-N*TILE NATIONAL BANK OF INDIANA, 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 MERCANTILE NATIONAL BANK I NED I A NEA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being 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.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK
OF INDIANA personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any Mabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID AND NOT PERSONALLY,

BY:

David L. Forbes, Vice President and

Trust Officer

ATTEST:

Christopher W. Yugo Trust Account
Representative

SS:

COUNTY OF LAKE

STATE OF INDIANA)

, a Notary Public in and for said County in the State I, Arlene Banta and Christopher W. Yugo aforesaid, DO HEREBY CERTIFY, that David L. Forbes of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such and Trust Account Representative respectively, appeared Vice President & Trust Officer before me this day in person and acknowledged that they signed an delivered the said instrument as their own free and voluntary acts; and as the free and voluntary act of said National Bank Association, as Trustee, for the uses and purposes therein set forth; and the said did also then and there acknowledge that he, as custodian of the Christopher W. Yugo corporate seal of said Natonal Bank Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14TH day of APRIL, 1994.

Arlene Banta

NOTARY PUBLIC

MY COMMISSION EXPIRES: RESIDENT OF Lake

COUNTY

April 16, 1996