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Prepared by and return to: Kathleen Jack Credit Administration, P.O. Box 800, Nichigan City, IN 46360 LP-IN524® FormAlion Technologies, Inc. (8/7/91) (800) 837-3799

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8. DEFAULT. In the event of any default under the terms of the promissory note, this Assignment or any other obligation of Grantor or Borrower to Lender wretter contained herein or in any other document, Lender shall have the right to exercise its status as an assignee under this Assignment and take the following action without presentment, notice or demand of any kind:

(a) enter upon, take possession of, manage and operate the premises or any part thereof; (b) demand, collect and receive from the lesses the rents, income or profits under the Lesse as they become due as well as all past due rents, income and profits which have been uncollected by Grantor; (c) endorse the name of Grantor or any subsequent owner of the premises on any checks, notes, or other instruments for the payment of money, deposit the same in bank accounts, and give any and all acquittances or any other instrument in relation thereto in the name of Grantor; (d) institute, prosecute, settle, or compromise any summary or legal proceedings in the name or the Grantor or in the name of Lender for the recovery of such rents, income or profits, for the recovery of any damages done to the premises, for the abatement of any nulsance thereon, for the eviction of any lessee or for the enforcement of any Lesse, and defend any legal proceedings brought against the Grantor arising out of the operation of the premises; (e) pay all charges, expenses and fees deemed by it in its sole and absolute discretion necessary or expedient for the lessel, or any part thereof, and operation of the rents, income and privileges of Grantor as owner of the premises including the right to let or relet the premises, or any part thereof, and to collect the rents, income and profits under such new Lesse in accordance with the foregoing; (g) perform any of Grantor's politication to the lessees under the Lesse; (h) apply the rentals received to expenses incurred by Lender hereunder or to reduce the indebtedness under the note and mortgage, in such amounts and in such order as Lender in its sole discretion shall determine; (i) at its election, assume any of the obligations of Grantor or its assigns to the lessees under the Lesse; (i) exercise any of Lender's rights or remedies under any other agreement or as provided by law.

9. OBLIGATIONS OF LENDER AND INDEMNITY.

(a) Grantor hereby appoints Lender as its agent to exercise, at Lender's option, any of the rights set forth in paragraph 8. All obligations created by the exercise of such agency shall be those of Grantor and not those of Lender except as otherwise provided herein. Grantor hereby ratifies and confirms all that Lender shall lawfully do or cause to be done by virtue hereof; (b) Lender shall only be accountable for money actually received pursuant to this Assignment. The manner of the application of such rentals, the reasonableness of the costs and charges to which such rentals are applied and the item or items which shall be credited thereby shall be within the sole and uncontrolled discretion of Lender. Lender shall in no way be responsible in excess of rents actually received by Lender for any debt incurred in respect of the premises. After Grantor shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, Lender shall not be liable to account to Grantor for the rents, income and profits thereafter accruing; (c) Lender shall in no way be responsible or liable for any failure to account for any rents collected by any agent, manager, receiver or collector of the premises whom it may designate or appoint to collect the rents or manage the premises, nor shall Lender be in any way liable to Grantor for the failure or refusal on its part to make repairs to the premises; (d) No security deposited by the lessees with the Grantor under the terms of Lease has been transfered to Lender, and Lender assumes no liability for any security so deposited; (e) Except as otherwise provided herein, this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Lender, nor for the carrying out of any of the terms and conditions of the Lease unless such responsibility is specifically assumed by Lender in writing; nor shall it operate to make Lender responsible or liable for any waste committed on the premises by the lessess or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the mangement, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger; (f) Grantor hereby indemnifies and holds Lender harmless of and from any and all liability, loss or damage which Lender may incur under the Lease or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under the Lease or this Assignment. Should the Lender Incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Grantor shall reimburse Lender therefor immediately upon demand, and upon the failure of Grantor to do so Lender, may declare all sums secured hereby immediately due and payable; (g) Nothing herein contained shall be construed to bind Lender to the performance of any of the terms and provisions contained in the Lease or otherwise to impose any obligation on Lender to do any act which it may be authorized hereunder to do.

10. NOTICE TO LESSEE. Grantor irrevocably consents that the lessee under the Lease, upon demand and notice from Lender of the occurrence of a default under the note, or under any other obligation of Grantor to Lender, may and shall pay said rents, income and profits under the Lease to Lender without liability of lessee for the determination of the actual existence of any default claimed by Lender. Grantor hereby irrevocably authorizes and directs lessee, upon receipt of any notice of Lender stating that such a default exists, to pay to Lender the rents, income and profits due and to become due under the Lease. Grantor agrees that lessee shall have the right to rely upon any such notices of Lender and that lessee shall pay such rents, income and profits to Lender without any obligation or right to inquire whether such default actually exists, and notwithstanding any claim of Grantor to the contrary. Grantor shall have no claim against lessee for any rents paid by lessee to Lender. Upon the curing of all such defaults, Lender shall give written notice thereof to lessee and thereafter, until further notice from Lender, lessee shall pay such rents, income and profits to Grantor.

- 11, TERMINATION. This Agreement shall remain in full force and effect until Lender provides Grantor with written notice of the termination hereof.
- 12. ASSIGNMENT. Grantor shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in its sole discretion. Lender shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Grantor in any manner.
- 13. 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 fall 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 must be contained in a writing signed by Lender. Lender may of those obligations or rights. A waiver on one occasion 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.
- 14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and foure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- 15. 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 by notice hererunder from time to time.
  - 16. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- 17. APPLICABLE LAW. This Agreement shall be governed by the laws of the location of the premises. Grantor consents to the jurisdiction and venue of any court located in the state of the location of the premises in the event of any legal proceeding under this Agreement.
- 18. 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 attorney's fees and collection costs (subject to any restrictions imposed by law).
- 19. MISCELLANEOUS. This Agreement is executed for commercial purposes. All references to Grantor in this Agreement shall include all persons signing on the reverse except Lender. If there is more than one Grantor, their obligations shall be joint and several. Grantor waives any right to a jury trial Grantor may have under applicable law. 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.
  - 20. ADDITIONAL TERMS:

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the Lake County Bacordor

Parcel 2: Lots 3 through 8, both inclusive, Block 10, Gary Annex, as shown in Plat Book 9, page 34, in Lake County, Indiana.