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Chicago Title Insurance Company

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BANK ONE
BANK ONE, MERRILLVILLE, NA
Merrillville, Indiana

**ASSIGNMENT OF LEASE
AND
SECURITY AGREEMENT**

THIS ASSIGNMENT OF LEASE AND SECURITY AGREEMENT made this 30th day of August, 19 96, by and between Bank One, Merrillville, NA, a National Banking Association with its principal office located in Merrillville, Indiana, hereinafter known and designated as "BANK" and GJT LLC, A Limited Liability Company hereinafter known and designated as "LESSOR",

WITNESSETH

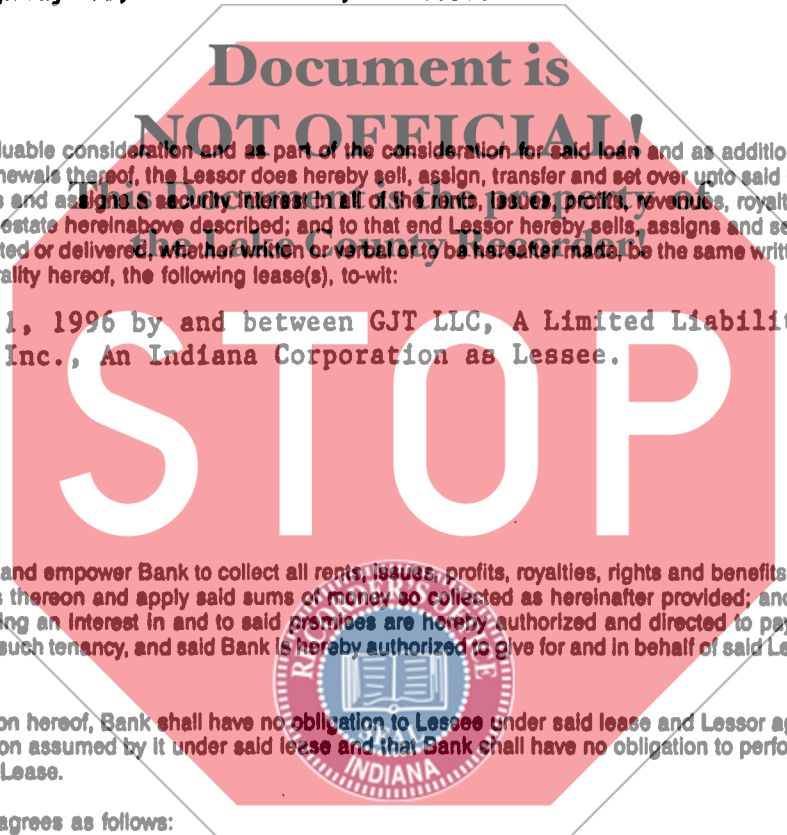
WHEREAS, the Lessor did on August 30th, 19 96, execute a certain principal promissory note, calling for payment of the principal sum of Six Hundred Seventy Six Thousand and 00/100 together with interest, payable to the order of Bank and did secure the payment thereof by a mortgage on the following described real estate, to-wit:

Lot 2, Resubdivision of Oakside Place, an addition to the Town of Schererville, as shown in Plat Book 81, Page 24, in Lake County, Indiana.

a/k/a: 2121 U.S. Highway 41, Schererville, IN 46375

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For info see doc. # 96099232



NOW, THEREFORE, for valuable consideration and as part of the consideration for said loan and as additional security for the repayment of said loan and any extensions or renewals thereof, the Lessor does hereby sell, assign, transfer and set over unto said Bank, its successors and assigns and grants to Bank, its successors and assigns a security interest in all of the rents, issues, profits, royalties, rights and benefits due or to become due of and from said real estate hereinabove described; and to that end Lessor hereby sells, assigns and sets over unto said Bank all leases on said premises now made, executed or delivered, whether written or verbal or to be hereinafter made, be the same written or verbal, including specifically, but without limitation the generality hereof, the following lease(s), to-wit:

A Sublease dated May 1, 1996 by and between GJT LLC, A Limited Liability Company as Lessor and Apollo Gas Mart, Inc., An Indiana Corporation as Lessee.

and Lessor does hereby authorize and empower Bank to collect all rents, issues, profits, royalties, rights and benefits due or to become due therefrom and of and from the improvements thereon and apply said sums of money so collected as hereinafter provided; and the tenants in, upon and about said real estate and all others having an interest in and to said premises are hereby authorized and directed to pay unto said Bank, or its order, all sums due or to become due under such tenancy, and said Bank is hereby authorized to give for and in behalf of said Lessor full receipt for any payments so made.

Notwithstanding any provision hereof, Bank shall have no obligation to Lessee under said lease and Lessor agrees that it will remain obligated to perform each and every obligation assumed by it under said lease and that Bank shall have no obligation to perform any of the duties and responsibilities of the Lessor under said Lease.

The Lessor covenants and agrees as follows:

1. Until the above mentioned note together with all extensions or renewals thereof is paid in full, all monies due or to become due to the Lessor by reason of the above mentioned lease or any other lease on the above described real estate are to be paid to or to the order of Bank One, Merrillville, NA, Attention: Commercial Banking Division, 1000 E. 80th Place, Merrillville, IN 46410.
2. The above lease is in full force and effect according to its terms and it has been amended or modified; that lessor has not sold, assigned, pledged, or encumbered said lease or rentals; that lessor has not heretofore given its consent that the lease be assigned by the lessee; and that the rents have not been anticipated for more than one month in advance.
3. The Lessor hereafter will not, nor attempt to amend, modify, cancel or accept surrender of the said lease, nor will he enter into, or attempt to enter into, any new lease with the lessee above named, nor will he consent that the lessee may assign the lease, without the express written consent of the Bank.
4. Said Bank shall be required to account for only such rentals and payments as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of said Bank for failure to rent the premises or any part thereof, or for failure to make collection of rentals, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to said Bank only and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting, the correctness of the books and records of said Bank shall be deemed conclusive.
5. The acceptance by said Bank of any payments under any lease or contract with the reference to the said premises from any tenants or other persons shall not bar or abridge any of the rights of said Bank under its mortgage.
6. This Assignment and Security Interest shall remain in full force and effect so long as the above described note or any extensions or renewals thereof and all other indebtedness secured by the Real Estate Mortgage made and executed by Lessor to Bank covering the above described real estate shall have been fully paid and satisfied at which time this Assignment shall terminate. The delivery of a full and complete Satisfaction of Mortgage from Bank to Lessor shall constitute a release hereof.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 10 AM 10:45
MARGARETE CLEVELAND
RECORDER

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7. The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in said premises, and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

8. Any amount received or collected by said Bank by virtue of this agreement shall be applied as follows, but necessarily in the order stated, the priority of payment of such items to be within the sole discretion of said Bank:

- A. To the repayment to said Bank of any and all amounts advanced by it under the terms of the aforementioned real estate mortgage together with interest at ten per cent (10%) per annum on the respective advancements from the date of the same;
- B. To the payment of taxes, assessments and charges and the expenses of insurance then due; but said Bank shall not be obligated to keep insurance on said premises or to make repairs and/or improvements on said property;
- C. To the payment of all other necessary expenses to the management, protection and/or preservation of the property;
- D. To the payment of all amounts due or to become due under the above mentioned note or to the mortgage it secured and/or to the payment of any judgment rendered thereon together with costs and expenses;
- E. The surplus, if any, after full payment of the above, shall be paid to the then owner of the said premises at the time such payment is made.

9. This agreement is but additional security for the payment of said mortgage debt, and shall not be deemed to be any payment thereof except as to money actually received by said Bank and applied as such payment under the terms of this agreement; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage, nor shall the application of any or all money received by said Bank under this agreement toward curing such default in any manner waive such default or prevent foreclosure because of the same, said Bank hereby expressly reserving all of its rights and privileges under the said mortgage as fully as though this agreement had not been entered into.

10. The Lessor authorizes the Bank to prepare and file financing statements signed only by the Bank.

11. This agreement shall not be terminated except as herein provided, and shall not be altered, modified or amended except by written agreement signed by the parties hereto.

12. This agreement shall be construed in accordance with the laws of the State of Indiana. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this agreement.

13. That the terms, covenants and agreements herein contained shall be binding alike on the parties hereto, their heirs, executors, administrators, and/or assigns.



IN WITNESS WHEREOF, the lessor has hereunto set his hand and seal this 30th day of August, A.D. 19 96

CJT LLC, A Limited Liability Company

James Thomas, Manager

STATE OF INDIANA)
SS:)
COUNTY OF Lake)

Before me, STAR LUGAR, a Notary Public in and for LAKE County, Indiana, on this 30th day of August, A.D. 19 96, personally appeared CJT LLC, A LIMITED LIABILITY COMPANY
BY: James Thomas, Manager

the person who described in and who executed the foregoing Assignment of Lease and Security Agreement, and acknowledged the same to be voluntary act and deed for the uses and purposes therein mentioned.

STAR LUGAR LAKE/CO. RES.

My Commission Expires: 6-25-99