## ASSIGNMENT OF RENTS

## KNOW ALL MEN BY THESE PRESENTS: that

PacMoore Products, Inc., an Illinois corporation, in order to secure an indebtedness of TWO MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED SIXTY-TWO AND 19/100 (\$2,468,662.19) DOLLARS, executed a Mortgage of even date herewith, mortgaging to

98047111

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

98 JUN 23 MM 9: 56

MORRIS W. CAMBER RECORDER

LaSalle Bank N.A., Matteson, Illinois, the following described real estate: That part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying East of the West Quarter thereof and South of Summer Street and West of a line commencing at the point of intersection of Summer Street and the West line of the 20 foot alley in Belaj's Addition; thence South 33 degrees 36 minutes west along said alley line to the southerly line of the alley in the above Addition; thence South 56 degrees 24 minutes East along said line 20.0 feet; thence South 33 degrees 48 minutes 30.0 feet; thence South 28 degrees 28 minutes East 506.26 feet to the northerly right of way line of the New York, Chicago and St. Louis Railroad, and north of the New York, Chicago and St. Louis Railroad.

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which is commonly known as 1844 Summer Street, Hammond, Indiana, (herein Property Address"); and,

WHEREAS, LaSalle Bank N.A. 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, we hereby sell, assign, transfer, let, demise and set over unto the said LaSalle Bank N.A. the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, of any agreement for the use or occupancy of any part of the premises hereinbefore described, which may have heretofore or may be hereafter made or agreed to, or which may be made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the assignee herein.

And, we hereby irrevocably appoint the said LaSalle Bank N.A., as agent for the management of said property, and they may let and re-let said premises or any part thereof according to their own discretion, and they may bring or defend any suits in connection with said premises in their own name or in our names, as they consider expedient, and may make such repairs to the premises as they consider expedient; and they may do anything in and about said premises that we might do, hereby ratifying and confirming anything and everything that our attorney may do.

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Said assignee and attorney-in-fact shall apply the proceeds of said building first in payment of the taxes and operating expenses and then on account of the principal and interest of indebtedness, and on account of expenses of foreclosure or other legal actions which might arise by virtue of the terms of the mortgage heretofore referred to.

This Assignment and power of attorney shall only be operative in the event of a default in the payment of the principal or interest secured by said mortgage, or in the event of a breach of any of the covenants in said mortgage contained, and in the event of a foreclosure of the mortgage heretofore referred to, the LaSalle Bank N.A., or its duly authorized agent, may and can proceed under this Assignment of Rent, in lieu of the appointment of a receiver for the premises, and it or its agent shall have the same power and rights as a receiver would have if appointed by virtue of the terms of the mortgage.

And this Assignment and power of attorney shall continue in full force and effect until the indebtedness secured by said mortgage, including interest and advances, have been duly paid at which time this Assignment and power of attorney shall terminate.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto, and shall be construed as a covenant running with the land.

Given under our hands and seals this 15th day of April, 1998.y of the Lake County Recorder!

PacMoore Products, Inc.

By:

William Moore, Res

Attest:

STATE OF IL

SS.

I, Joanne Reinsman, a Notary Public in and for said county and state, do hereby certify that Moore as President of PacMoore Products, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of said PacMoore Products, Inc. for the uses and purposes therein set forth.

"OFFICIAL UNDER MY HAND AND OFFICIAL seal, this 28th day of April, 1998.

JOANNE L. REINSMA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/21/2001

Notary Public

## THIS INSTRUMENT PREPARED BY:

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