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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

5426

ASSIGNMENT OF
RENTS AND LEASES

This Assignment of Rents and Leases is made as of the 29th day of September, 1999.

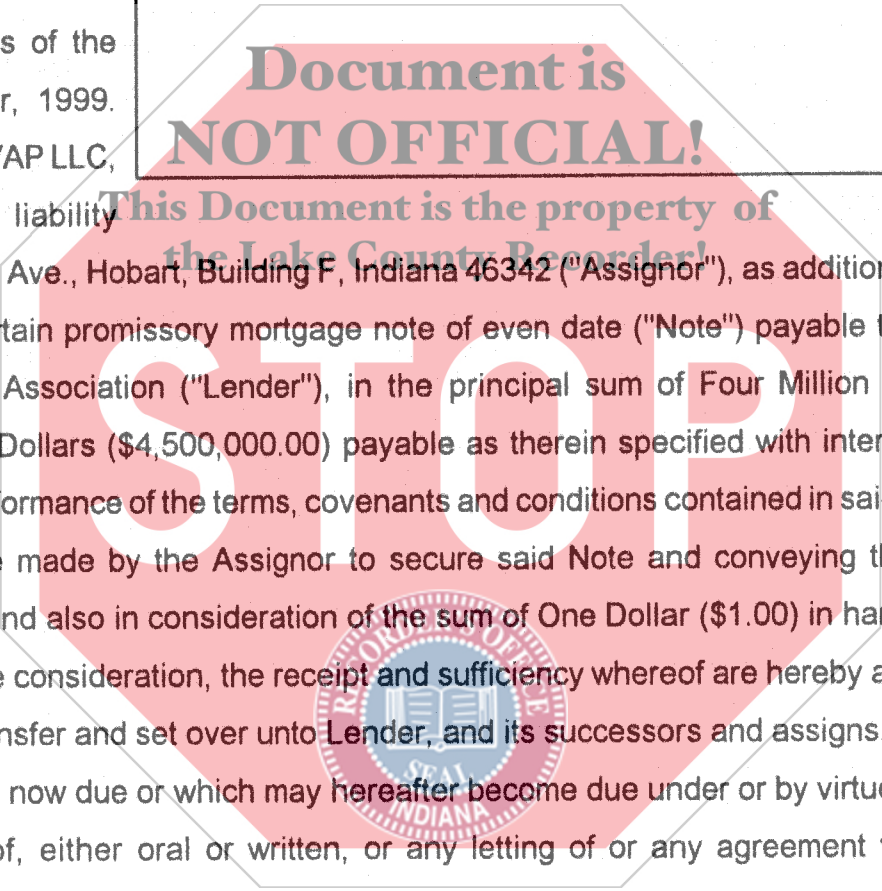
The undersigned, THE VAP LLC, an Indiana limited liability

company, 4410 W. 37th Ave., Hobart, Building F, Indiana 46342 ("Assignor"), as additional security for the payment of that certain promissory mortgage note of even date ("Note") payable to the order of LaSalle Bank National Association ("Lender"), in the principal sum of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) payable as therein specified with interest as therein provided and for the performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date made by the Assignor to secure said Note and conveying the real estate hereinafter described, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Lender, and its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described which may have been heretofore and may be hereafter made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails, rents, issues and profits thereunder unto Lender, all relating to the real estate and premises described on Exhibit A attached hereto.

The Assignor, and each of them (if more than one), and their beneficiaries if applicable, do hereby irrevocably appoint Lender the true and lawful attorney of the Assignor and each of them, to take and

Chicago Title Insurance Company

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from time to time retake possession of said premises, to collect all of said avails, rents, issues and profits now due or hereafter to become due under each and every of the leases and agreements, or any renewals thereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of Lender may be deemed proper or necessary to enforce the payment or security of said avails, rents, issues and profits and to secure and maintain possession of said real estate, or any part thereof, and, at the discretion of Lender, to fill any and all vacancies, and to rent, lease or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate; and, in the discretion of Lender, to cancel any existing insurance policies relating to said real estate and to cause to be written new policies in place thereof and also additional and renewal policies, making same payable to Lender under said Mortgage, or, in the case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interests may appear, and in the case of loss under such policies, to adjust, collect and compromise, in its discretion, all claims thereunder and to sign all receipts, vouchers, and release required by the insurance companies therefor; and further with full power to use and apply for and with respect to amounts and in such order and priority as in the judgment and discretion of Lender may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any indebtedness or liability, now existing or hereafter created, of the Assignor and its beneficiary, if applicable, to Lender, now due or hereafter to become due, and of all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all the improvements, fixtures, appurtenances, apparatus and equipment thereunto appertaining, including all taxes and assessments and installments thereof, liens of mechanics and claims therefore, repairs, improvements, alterations, renewals and restorations, insurance premiums, the usual and customary brokerage commission for leasing said real estate or any part thereof and for collecting rents and the reasonable compensation for all services rendered by virtue hereof by Lender and its attorneys, agents and servants, and all their expenses involved therein and such further sums as may be sufficient to indemnify Lender against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matters aforesaid, and from time to time every such

substitution and appointment at pleasure to revoke, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, its beneficiary or its legal representatives, heirs or assigns, and hereby ratifying all that Lender may do by virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remains unpaid.

After taking or retaking possession by virtue hereof, Lender shall have the right to remain in possession of said real estate, to collect the said avails, rents, issues and profits therefrom, and to manage said real estate as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the said Mortgage and the entry of any decree of foreclosure in any such proceedings and notwithstanding any sale of said real estate pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree, and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avails, rents, issues and profits accruing after the sale of said real estate pursuant to such decree remaining after the payment of all deductible expenses, charges and fees, for and on account of any deficiency reported to the court in such proceeding. The provisions of this instrument shall and are intended to service any decree of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage and Assignment of Beneficial Sale pursuant to the Uniform Commercial Code. After taking or retaking possession by virtue hereof, Lender shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall be made in the payment of the indebtedness evidenced by the Note and/or secured by said Mortgage or in the performance by the Assignor of any agreement therein, herein or in any other security document or agreement with Lender contained, the Assignor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avails, rents, issues and profits thereof. Upon service of notice on tenants and occupants of the premises by Lender that default has been made under the terms of said Note, Mortgage, or in any other security document or agreement with Lender (which notice need not specify the nature of defaults), and demand of payment of rents to Lender, which demand if made upon the Assignor or its beneficiary shall fix and determine the prevailing rental per month for the portion of

said premises occupied by the Assignor or its beneficiary, the tenants and occupants shall be obligated to account and pay to Lender from and after the date of service of said notice and demand, all the avails, rents, issues and profits due or accruing under their respective leases and agreements, without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, or that Lender has instituted proceedings for foreclosure or assignment of beneficial interest sale (which Lender need not institute to collect rent pursuant hereto) and in the event of demand upon the Assignor or its beneficiary, as aforesaid, the Assignor and its beneficiary agree and shall be obligated to pay Lender rent in advance for the portion of said premises occupied by Assignor or its beneficiary at the prevailing rental therefor per month as fixed and determined by Lender in said demand, and a failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and Lender may in its own name and without any other notice or demand, maintain an action of forcible entry and detainer against the Assignor or its beneficiary and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by Lender in good faith, or for any mistakes of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing and preserving the said real estate, Lender does so without incurring any liability for any matters or things except as hereinabove provided.

Failure of Lender at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

Lender may assign all of its rights, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective parties hereto.

In the event an Assignor is the trustee of an Illinois land trust, then this instrument is executed by that Assignor, nor personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations,

covenants and conditions to be performed by that Assignor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the Trustee by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the Trustee, relating to the subject matter of the foregoing instrument, and all such personal liability, if any, being expressly waived by Lender as against the Corporate Trustee, but not against any other person or entity executing this assignment.



Document is
NOT OFFICIAL!
ASSIGNOR:
THE VAP LLC, an Indiana limited liability company

By: [Signature]
Member

By: [Signature] C.F.O.

STATE OF INDIANA)

COUNTY OF LAKE)

SS.

[Signature] a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] personally known to me to be the managing member of THE VAP LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company.

Given under my hand and seal this 29th day of September, 1999.

MARY ELLEN R STEVENS
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES MAY 28, 2008
Notary Public

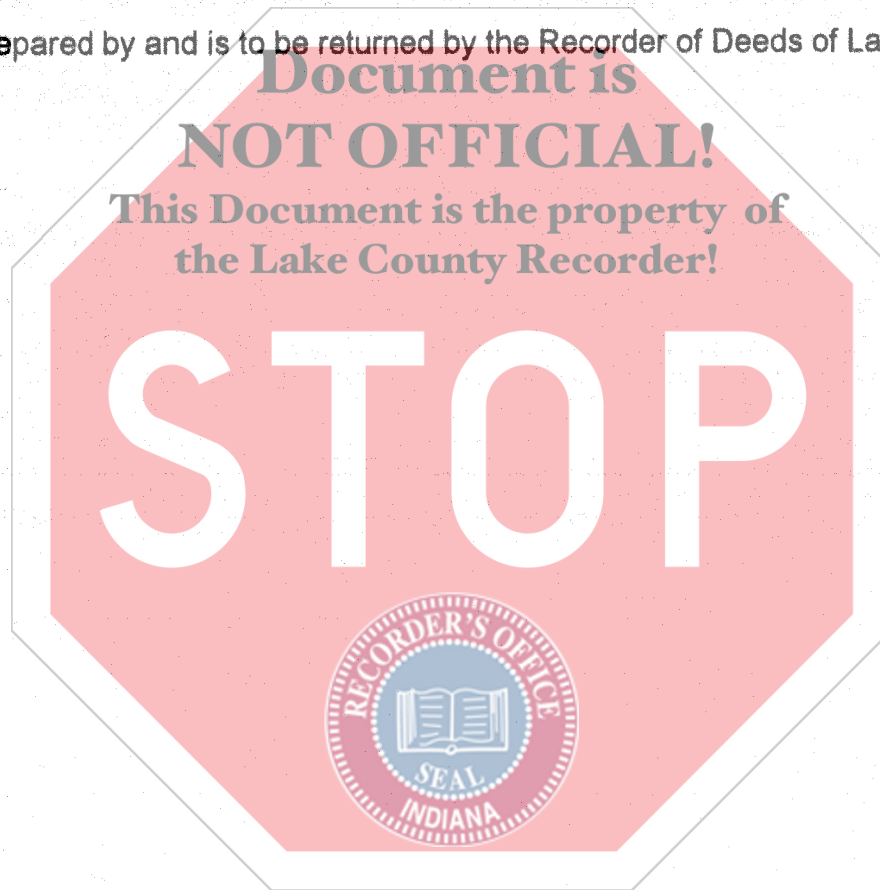
EXHIBIT A

P.I.N.

Address: 4410 W. 37th Ave., Hobart, Indiana 46342

This document was prepared by and is to be returned by the Recorder of Deeds of Lake County to:

Nisen & Elliott
Thomas V. McCauley
200 West Adams
Suite 2500
Chicago, IL 60606



Parcel 1:

Lots 25 to 48, both inclusive, Block 2, and the East half of vacated Missouri Street adjacent to the West side of said Lots and the North half of vacated 36th Avenue adjacent to the South side of Lot 25 excepting therefrom the West 25 feet of the East 51 feet of the North 20 feet of Lot 47, the West 25 feet of the East 51 feet of the South 5 feet of Lot 48, the South 12.5 feet of the East 25 feet of Lot 27, the North 12.5 feet of the East 25 feet of Lot 26, and the East 25 feet of Lot 25, in Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

Parcel 2:

Lots 2 to 4, both inclusive, Block 8, and the East half of vacated Missouri Street adjacent to the West side of said lots; the South half of vacated 36th Avenue adjacent to the North side of said Lot 4, and the West half of the vacated 15 foot alley adjacent to the East side of said Lots, in Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

Parcel 3:

Lots 1 to 11, both inclusive, and Lot 12, except the South 10 feet thereof, Block 10, and the West half of vacated Missouri Street adjacent to the East side of said Lots, and the East half of vacated Tilden Street adjacent to the West side of said Lots, in Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

Parcel 4:

Lot 22, except that part taken for Ridge Road, and Lots 23 to 35, both inclusive, Block 11, and the East half of vacated Missouri Street adjacent to the West side of said Lots, excepting therefrom the East 25 feet of said Lot 25, in Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

Parcel 5:

Lots 1 to 10, both inclusive and Lots 12 to 25, both inclusive, Block 1, and the East half of vacated Tilden Street adjacent to the West side of said Lots 1 to 5, both inclusive, in Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

Parcel 6:

That part of the Joliet and Northern Indiana Railway 99 foot wide right of way in the South half of the Southwest Quarter of Section 23, Township 36 North, Range 8 West of of the 2nd Principal Meridian, in Lake County, Indiana, lying Southwesterly of the Westerly line of Interstate Highway I-65 and Northeasterly of a line extended North across said right of way from the Northwest corner of Lot 1, Block 10, Tolleston on the Hill, as per plat thereof, recorded in Plat Book 2 page 55, in the Office of the Recorder of Lake County, Indiana.

