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MORRIS W. CARTER
RECORDER

(Space above this line for recording purposes)

RELEASE OF CONDITIONAL ASSIGNMENT OF RENTALS

This is to certify that, for value received, the instrument identified as: CONDITIONAL ASSIGNMENT OF RENTALS granted by DOUGLAS S. FOSTER AND CHRISTINE FOSTER, HUSBAND AND WIFE (the "Assignor") to Bank One, Indiana, NA (the "Assignee") BANK ONE, MERRILLVILLE, NA, dated JANUARY 24, 1994 and recorded on JANUARY 31, 1994, in INSTRUMENT #94008033, in the Office of the Recorder of LAKE County, Indiana, as it may have been amended, partially released, or otherwise modified from time to time (collectively, the "Assignment of Rents and Leases"); is hereby fully released and satisfied.

IN WITNESS WHEREOF, the Assignee, by its duly authorized officer, has executed the Release of Assignment of Rents and Leases this 8th day of March, 2000.

BANK ONE, INDIANA, NA

Document is
NOT OFFICIAL!

By: David S. Randazzo

David S. Randazzo, Vice President
(Printed Name and Title)

This Document is the property of
the Lake County Recorder!

STATE OF INDIANA,
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, personally appeared David S. Randazzo, an authorized officer of BANK ONE, INDIANA, NA (the "Assignee"), who acknowledged the execution of the foregoing Release of Assignment of Rents and Leases for and on behalf of the Assignee.

WITNESS my hand and Notarial Seal this 8th day of March, 2000.

Kelly J. Ruskiewicz

Kelly J. Ruskiewicz, Notary Public
(Printed Name)

My Commission Expires: December 15, 2007

Resident of Indiana County, Lake

This instrument Prepared By: Cheryl Varner
CHERYL VARNER OB#3330467619-6136922

After Recording, Return To:

Bank One Commercial Loan Services
P.O. Box 37263
Louisville, KY 40232

12-
OK# 543712365

Return to: Bank One, Merrillville, NA
1000 E. 80th Pl. 471163 USGART
Merr., IN 46410
Attn: Diana/Loan Processing

BANK ONE
BANK ONE, MERRILLVILLE, NA
Merrillville, Indiana

CONDITIONAL ASSIGNMENT OF RENTALS

94008033

THIS INDENTURE made this 24th day of JANUARY, 19 94 by and between BANK ONE, MERRILLVILLE, NA, of Merrillville, Indiana, hereinafter known and designated as "BANK" and DOUGLAS S. FOSTER and CHRISTINE FOSTER, husband and wife

CHRISTINE FOSTER dba
CENTRAL FLORIST

WITNESSETH:

WHEREAS, The ~~undersigned~~ did on JANUARY 24, 1994 execute a certain promissory note, calling for the payment of the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$ 120,000.00), 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:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF (LOT 1 OF 40 ACRE LOTS) IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE THEREOF THAT IS 618.80 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST 633.25 FEET; THENCE SOUTH 206.40 FEET; THENCE EAST TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 206.40 FEET TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 68.8 THEREOF, IN LAKE COUNTY, INDIANA.

a/k/a: 6992 Broadway, Merrillville, IN 46410

NOW THEREFORE, for valuable consideration and as a part of the consideration for said loan and as additional security for the repayment of said loan, the Undersigned does hereby sell, assign, transfer and set over unto said Bank, its successors and assigns, all of the rents, issues and profits due or to become due of and from said real estate hereinabove described, and does hereby authorize said Bank to operate, maintain, manage and when necessary to lease said premises hereinabove described or any part thereof, and to take possession thereof in its own name or in the name of an agent and to collect all rents, issues and profits 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 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 Undersigned full receipt for any payments so made.

Said Bank is further authorized, but shall not be obligated, to pay taxes, assessments and charges on the premises; insure, repair and/or improve the buildings located thereon; to procure public liability insurance covering said mortgaged premises; and expend such sums of money as may be necessary to defend the title or property or the use thereof, or recover rents and profits, or protect rental rights, and/or make such other expenditures for said property as it may in its sole discretion deem necessary, proper or expedient. Said Bank may, but shall not be obligated to, advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from the said property and shall be repaid to said Bank before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by said Bank, any unpaid balance shall become part of the debt secured by the said mortgage and shall bear interest from the date of advancement at the rate of five (5) points above the rate of interest that would have been charged if the loan were not in default. In no event, however, will the rate of interest charged be more than the maximum permitted by law. In the event such advancements are made after the mortgage debt has been reduced to judgment, the Undersigned will, subject to the other terms, covenants and conditions herein contained, pay such advancements with interest to said Bank in addition to any amount necessary to pay and satisfy the judgment, interest and costs, or to redeem the property from foreclosure sale, and said Bank shall be entitled to retain possession of the property until such advancements and interest are fully paid.

It is further agreed that 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 collections 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.

It is further understood and agreed that said Bank shall, in the exercise of its control and management of the premises hereinabove described, be deemed the agent of the Undersigned and shall not be liable for any damage to any person or property where such damage arises out of the operation of or in connection with the said premises.

It is further understood and agreed that the acceptance by said Bank of any payments under any lease or contract with reference to the said premises from any tenant or other person shall not bar or abridge any of the rights of said Bank under its mortgage.

This contract shall remain in full force and effect so long as the above-described mortgage remains an enforceable lien; and in the event of foreclosure, then during the period of redemption after sheriff's sale and until recording of the sheriff's deed issued under such foreclosure proceedings. This agreement shall not affect the right of the Undersigned to redeem from foreclosure of said mortgage, but such redemption shall not terminate this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by said Bank, with interest as above mentioned, have been fully paid to it. In the event of the termination of this agreement, the Undersigned will approve and accept any and all outstanding leases made by said Bank and/or its agents, but only to the extent of a period of one (1) year from the date of the termination of this agreement.

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

Any amount received or collected by said Bank by virtue of this agreement shall be applied as follows, but not necessarily in the order stated, the priority of payment of such items to be within the sole discretion of said Bank:

FOR INFO see doc. #

94008033

Document is
NOT FOR RECORD
This document is filed in the
Lake County Recorder's Office

JAN 31 1994
STATE OF INDIANA
FILED
MERRILLVILLE
SARAH J. HARRIS
CLERK

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