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Assignment of Real Estate Leases and Rentals

MORRIS W. CARTER

Assignment dated January 18, 2000 by **The Region Enterprises, L.P.** ("Assignor") whose address is 1740 West Michigan Street, Indianapolis, IN 46222 to **Bank One, Indiana, N.A.**, a national banking association ("Bank") whose address is 111 Monument Circle, Indianapolis, Indiana.

Assignor and BMW Constructors, Inc. ("Tenant") have entered into a lease agreement dated January 15, 2000, for the real property described on Exhibit A (the "Premises"), located in the city of Munster, County of Lake, Indiana, commonly known as: 420 Superior Avenue, Munster, Indiana, which lease has been recorded in the Office of the Recorder of Lake County as Instrument # 2000 011057 on 2-17, 2000 (the "Lease").

For the purpose of securing the indebtedness of Steven D. Thompson to the Bank (the "Debt") evidenced by that note dated January 18, 2000 in the principal amount of \$142,000.00 including any extensions, renewals, modifications or replacements; Assignor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it, including the Lease. Copies of existing leases and lease amendments, including the Lease, have been delivered to the Bank. Assignor will provide copies of any future leases and lease amendments to Bank.

The Bank shall have complete authority in case of default in the terms of the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises. Notwithstanding the above, Bank may at any time in its sole discretion request and receive directly from Tenant any monthly payment of rent under the Lease prior to a default in the terms of the Debt, apply 1/3 of such payments toward the Debt until it is paid in full and remit the remaining 2/3 of such payments to Assignor. The Assignor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the Premises or collecting rent shall not constitute a cure or waiver of any existing default.

ASSIGNOR REPRESENTS AND COVENANTS AS FOLLOWS:

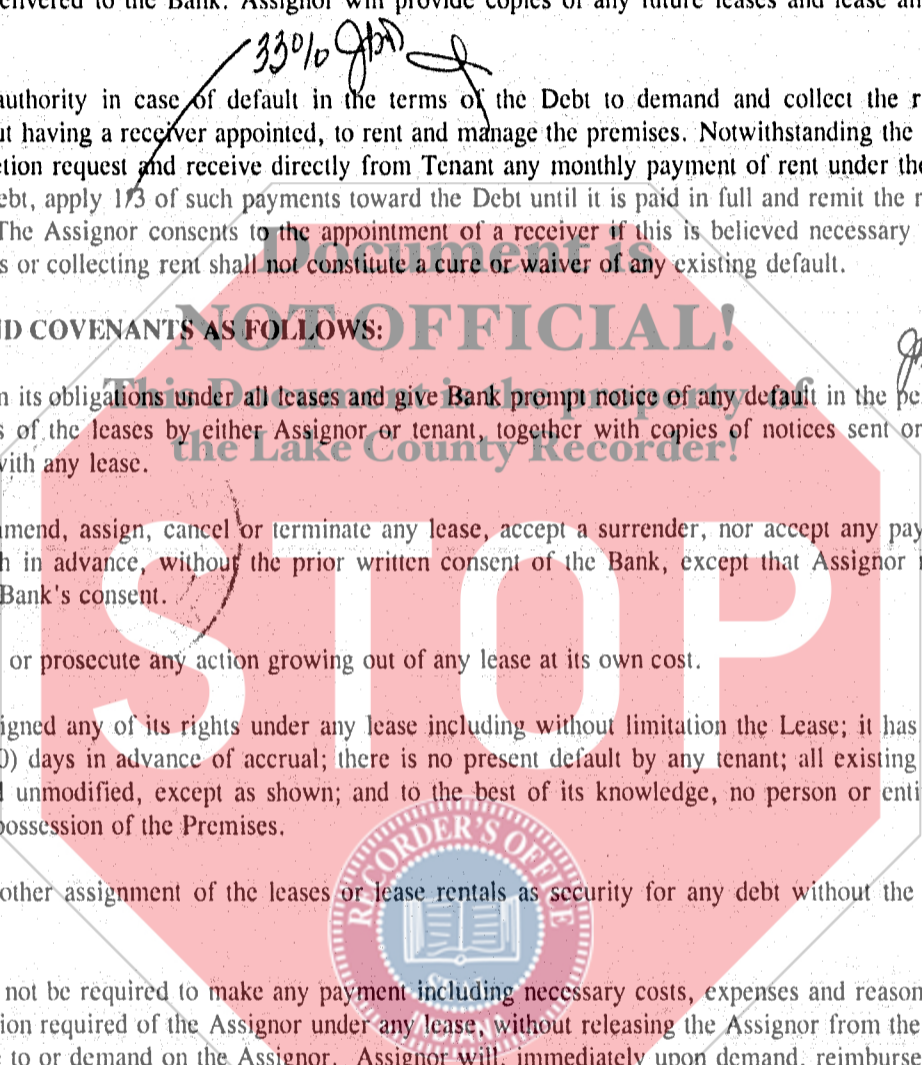
1. It will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Assignor or tenant, together with copies of notices sent or received by Assignor in connection with any lease.
2. It shall not in any way amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one (1) month in advance, without the prior written consent of the Bank, except that Assignor may increase lease rentals without the Bank's consent.
3. It will appear and defend or prosecute any action growing out of any lease at its own cost.
4. It has not previously assigned any of its rights under any lease including without limitation the Lease; it has not accepted rent more than thirty (30) days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
5. It will not execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.
6. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Assignor under any lease, without releasing the Assignor from the obligation to do so and without notice to or demand on the Assignor. Assignor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
7. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Assignor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and Assignor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Assignor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Assignor, and all rights and remedies of the Bank are cumulative.

This Assignment binds and benefits the parties and their respective successors and assigns. If there is more than one Assignor, the obligations under this Assignment shall be joint and several.

This assignment shall be governed by Indiana law except to the extent it is preempted by Federal law or regulations.



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WAIVER OF JURY TRIAL: The Bank and the Assignor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Assignor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Assignor except by a written instrument executed by both of them.

Executed by the Assignor on the date first written above.

ASSIGNOR:

The Region Enterprises, L.P.

X: James B Davis Secretary to HGB Enterprises Inc.
X: JAMES B DAVIS Secretary
Printed Name - Title
HGB Enterprises General Partner to the Region Enterprises L.P.

ACKNOWLEDGEMENT

State of Indiana)
County of Marion) SS

Before me, a Notary Public in and for said County and State, on January 18, 2000, came James B. Davis who acknowledged the execution of the foregoing instrument and, if the instrument is being executed on behalf of a business organization, then the representative appearing before me certified that all required action for the authorization, execution and delivery of the instrument by the representative has been taken by the organization.

Witness my hand and seal this 18 day of January, 2000.
My County of Residence: Hendricks
My Commission Expires: July 7, 2001

Document is the property of the Lake County Recorder!
STOP
LESLIE ANN JOHNSON
Residing County: _____
My Commission Expires _____
NOTARY PUBLIC, INDIANA
Signature: Leslie Ann Johnson Notary Public
Printed Name: Leslie Ann Johnson Notary Public
RECORDING OFFICE
SEAL
INDIANA

PREPARED BY:
Sandra J. Gioe
Commercial Loan Coordinator

WHEN RECORDED RETURN TO:
BANK ONE, INDIANA, N.A..
111 Monument Circle, IN1-0049
Indianapolis, Indiana 46204

ATTN: Sandra J. Gioe

Exhibit "A"

Legal description for 420 Superior Avenue, Munster, IN 46321

Lot 12 in Midwest Central Industrial park, Unit 1, in the Town of Munster, as shown in Plat Book 52, page 31, in the Office of the Recorder of Lake County, Indiana.

