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2000 053690

AFTER FILING, RETURN TO:  
STATE National City Bank of Indiana  
LAKE COMMERCIAL Loan Department  
FILED 8001 Broadway  
Merrillville, IN 46410  
2000 JUL 31 AM 10:30

**AGREEMENT OF ASSIGNING RENTS AND LEASES**

RECORDED

**THIS AGREEMENT OF ASSIGNMENT** made and entered into this 27th day of July, 2000 by and between **JJD, L.L.C.** (hereinafter referred to as the "Assignor" and **NATIONAL CITY BANK OF INDIANA**, a National Banking Association, (hereinafter referred to as "Assignee").

**WHEREAS**, the Assignor is indebted to the Assignee as evidenced by a certain Note (hereinafter referred to as the "Note") of even date herewith; and

**WHEREAS**, to secure the indebtedness evidenced by the Note and the said interest thereon in accordance with the term, provisions and conditions contained in said Note, the Assignor has executed and delivered a Mortgage mortgaging to the Assignee the real estate described in "Schedule A" attached hereto and made a part hereof; and

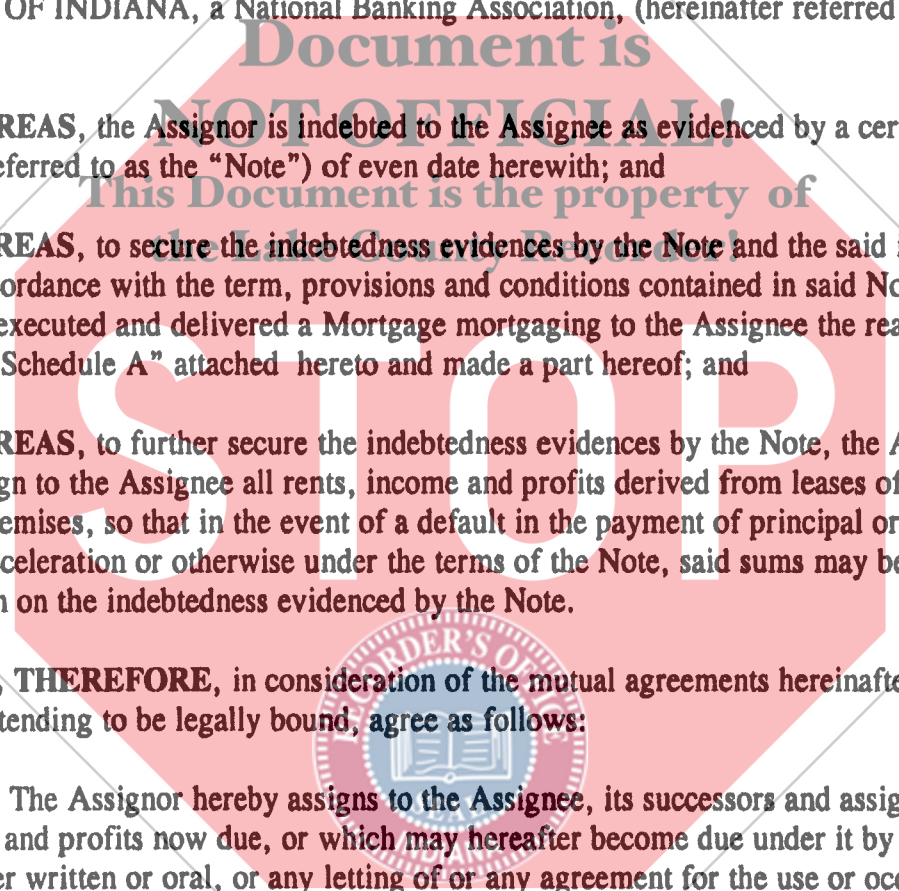
**WHEREAS**, to further secure the indebtedness evidences by the Note, the Assignor has agreed to assign to the Assignee all rents, income and profits derived from leases of the Mortgaged Premises, so that in the event of a default in the payment of principal or interest, whether by acceleration or otherwise under the terms of the Note, said sums may be available for application on the indebtedness evidenced by the Note.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained, the parties, intending to be legally bound, agree as follows:

1. The Assignor hereby assigns to the Assignee, its successors and assigns, all of the rents, income and profits now due, or which may hereafter become due under it by virtue of any Lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises described in "Schedule A" attached hereto and made a part hereof, which may have heretofore or may be hereinafter made, entered into or agreed to.

2. The Assignor hereby appoints the Assignee, its successors, assigns, agents and nominees to be its true and lawful Attorney, its successors, assigns, agents and nominees to be its true and lawful Attorney, in its name, to collect all of said rents, income and profits, arising or accruing at any time hereafter, and all rents now due or that may hereafter become due under each and every lease and agreement, written or verbal, existing or to exist on said premises and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary

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to enforce the payment of such rents, income and profits; provided, however, the said Assignee shall not have any duty or obligation with regard to collecting such rent, income and profits.

3. The rents, income and profits collected from said premises shall be applied:

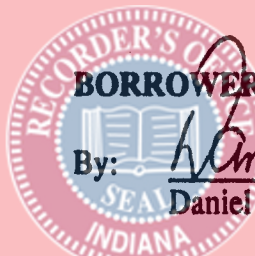
a. To the payment of the interest and principal due or to become due under the terms of the Promissory Note evidencing the Assignor's indebtedness to the Assignee.

b. To the payment of taxes, insurance premiums, or any other payments required to be made by the Assignor under the terms of that certain mortgage agreement whereby, the Assignors indebtedness to the Assignee until such payment is actually received.

4. The Assignor covenants to execute and deliver to the Assignee upon demand, such additional assurances, writings, or other instruments as may be required by the Assignee to effectuate the purpose hereof.

5. It is understood and agreed that prior to the occurrence of a default in the payment of principal or interest, whether by acceleration or otherwise under said Note evidencing the Assignors' indebtedness to the Assignee, the Assignor may collect all of said rents, income and profits arising or accruing under each such Lease Agreement, provided, however, the Assignor shall not collect advance rentals or other payments, other than in the ordinary course of business.

IN WITNESS WHEREOF, JJD, L.L.C. has hereunto set his hand and seal, this 27th day of July, 2000; and NATIONAL CITY BANK OF INDIANA, have by their proper officers thereunto duly authorized, hereunto set their signature and caused their corporate seal to be affixed this 27th day of July, 2000.



**BORROWER**

By: \_\_\_\_\_

*[Signature]*  
Daniel R. Zunica, Member

By: \_\_\_\_\_

By: \_\_\_\_\_

**NATIONAL CITY BANK OF INDIANA**

By: \_\_\_\_\_

*[Signature]*  
James M. Kiefer, Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Andrea A. Widlowski, a Notary Public in and for said County and State, do hereby certify that Daniel R. Zunica, Member and and 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, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of July, 2000.

Andrea A. Widlowski  
Andrea A. Widlowski, Notary Public

County of Residence: LAKE COUNTY  
My Commission Expires: 9/17/01

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Andrea A. Widlowski, a Notary Public in and for said County and State, personally appeared the within named James M. Kiefer, Vice President of National City Bank of Indiana, who acknowledged the execution of the foregoing instrument, as the free and voluntary act of said corporation and as their free and voluntary act.

Witness my hand and seal, this 27th day of July, 2000.

Andrea A. Widlowski  
Andrea A. Widlowski, Notary Public

County of Residence: LAKE COUNTY  
My Commission Expires: 9/17/01

This instrument was prepared by:  
Lori Poppen, Administrative Assistant  
National City Bank of Indiana

INDIANA



Attached to and made a part of "Agreement of Assigning Rents" between JJD, L.L.C. and National City Bank of Indiana dated the 27th day of July, 2000.

### SCHEDULE "A"

#### Description:

Parcel 1: The South 10 feet of Lot 20, all of Lot 21, and the South 75.60 feet of Lot 22, in Yates and Miller Subdivision, in the Town of Lowell, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot 20, except the South 10 feet and except the East 16 feet thereof, in Yates and Miller Subdivision, in the Town of Lowell, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana, and

Part of the Southeast quarter of the Southwest quarter of Section 23, and part of the Northeast quarter of the Northwest quarter of Section 26, all in Township 33 North, Range 9 West of the Second Principal Meridian, in the Town of Lowell, Lake County, Indiana, described as follows: Beginning at a point on the Southeasterly line of Commercial Avenue, in the Town of Lowell, which point is North 58 degrees 11 minutes East, 115.9 feet of the intersection of the Southeasterly line of Commercial Avenue and the South line of the Southeast quarter of the Southwest quarter of said Section 23, and said beginning point is further identified as the intersection of the Southeasterly line of Commercial Avenue and the East line of Park View Avenue in said Town, and from said point running thence in a Southerly direction along the East line of Park View Avenue in said Town, 124.8 feet to the Northwest corner of Lot 20, in Yates and Miller Subdivision in said Town; thence East 84 feet; thence North 60.8 feet to the South line of said Southeast quarter of the Southwest quarter of Section 23; thence North 26 degrees 50 minutes West, 105.95 feet to the Southeasterly line of Commercial Avenue; thence Southwest along the Southeasterly line of said Commercial Avenue, 50 feet to the point of beginning.

Parcel 3: Part of the Southeast quarter of the Southwest quarter of Section 23, Township 33 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point on the South line of said tract, which is 274.75 feet East of the Southwest corner thereof, and running thence North 29 degrees 2 minutes West 136.36 feet to a point on the South line of Commercial Avenue, which is 210.60 feet Northeasterly (measured along the Southerly line of Commercial Avenue) from the South line of said tract; thence Southwesterly along the Southerly line of Commercial Avenue, 44.70 feet; thence Southeasterly in a straight line to a point on the South line of said tract which is 50.90 feet West of the place of beginning; thence East along the South line of said tract 50.90 feet to the place of beginning.

Parcel 4: Lot 23, in Yates and Miller Subdivision, in the Town of Lowell, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: Lot 24, in Yates and Miller Subdivision, in the Town of Lowell, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: The North 116.40 feet of Lot 22, and the East 16 feet of the North 116.40 feet of Lot 20, in Yates and Miller Subdivision, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana,

together with an easement for ingress, egress and regress, through and over the East 11 feet of the South 75.60 feet of Lot 22, in Yates and Miller Subdivision, in the Town of Lowell, as per plat thereof recorded in Plat Book 17, page 16, in the Office of the Recorder of Lake County, Indiana, as created in Warranty Deed dated June 23, 1949 and recorded August 5, 1949 in Deed Record 843, page 105, as Document No. 417000, made by John Miller and Ida Miller, husband and wife, to Myrle E. Goodwin and Lucille Goodwin, husband and wife.