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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

AFTER FILING, PLEASE RETURN TO:  
National City Bank of Indiana  
Commercial Loan Department  
8001 Broadway, Suite 100  
Merrillville, IN 46410

2000 061858

2000 AUG 25

MORRIS W. CARTER  
RECORDER

**AGREEMENT OF ASSIGNING RENTS AND LEASES**

620003290

**THIS AGREEMENT OF ASSIGNMENT** made and entered into this 15th day of August, 2000, by and between Jovan Tica (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 evidences 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.

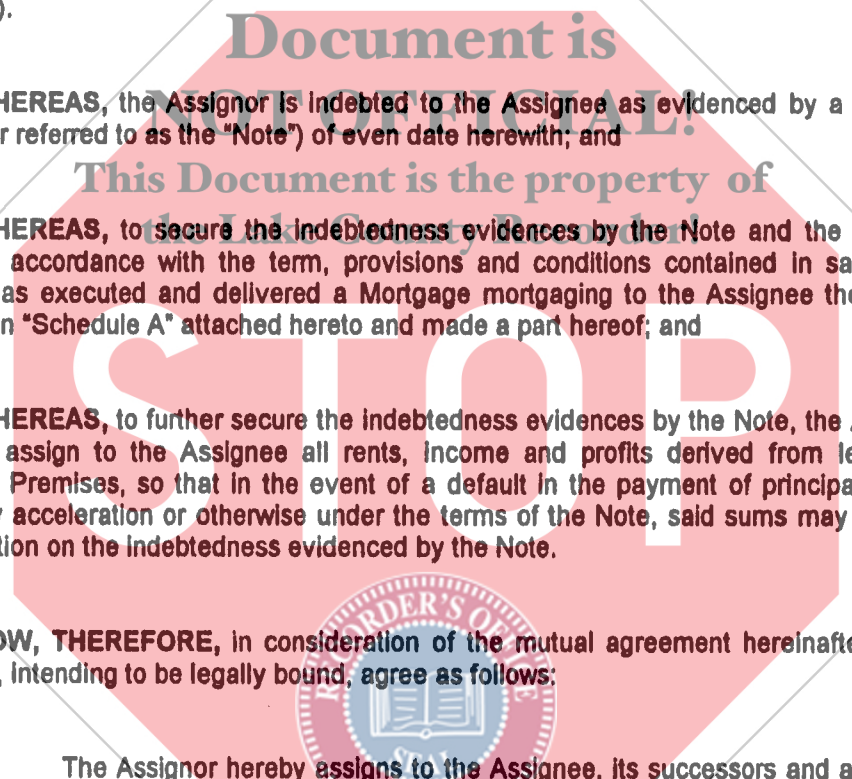
**NOW, THEREFORE**, in consideration of the mutual agreement hereinafter contained, the parties, intending to be legally bound, agree as follows:

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 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.

Chicago Title Insurance Company

2000-061857



Handwritten initials and date: M-1, 8/25/00

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 Assignor's 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, Jovan Tica has hereunto set his hand and seal, this 15th day of August, 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 15th day of August, 2000.

JOVAN TICA  
  
Jovan Tica

NATIONAL CITY BANK OF INDIANA

By:   
James M. Klefer  
Vice President

