

2000 070068

STATE OF INDIANA LAKE COUNTY FILED FOR PECCED

2000 SEP 26 AM 10: 42

MORRIS W. CARTER

Assignment of Real Estate Leases and Rentals

22, 2000, by Gerald D. Bardeson and Ronald R. Bissonnette, as Trustees under Trust Assignment dated September Agreement dated August 1, 2000, and known as Crown Center Trust ("Mortgagor") whose address is 200 W. Franciscan Dr., Crown Point, IN 46307, to Bank One, Indiana, N.A. a national banking association ("Bank") whose address is 8585 Broadway.

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property (the "Premises"),

Land located in the City of Crown Point, Lake County, Indiana:

Described as: See Attached Exhibit A.

Commonly known as: 200 W. Franciscan Dr., Crown Point, IN 46307

Tax Parcel Identification No.: 23-09-0370-0024 & 23-09-0370-0025

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor 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. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bankne Lake County Recorder!

The Bank shall have complete authority in case of default in the terms of the Mortgage or 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 and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor 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.

MORTGAGOR 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 Mortgagor or tenant, together with copies of notices sent or received by Mortgagor 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 month in advance, without the prior written consent of the Bank, except that Mortgagor 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; it has not accepted rent more than 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
- 6. It has either provided the Bank with a true and complete disclosure statement under I.C. 13-7-22.5 or the Premises are not subject to the reporting requirements of the Indiana Responsible Property Transfer Law and Mortgagor has so certified in writing on a form acceptable to the Bank.
- 7. 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 Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor 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.
- The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor 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 the Mortgage and Mortgagor 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.

HOLD FOR FIRST AMERICAN TITLE

F31601

0

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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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.

176

Waiver Of Jury Trial: The Bank and the Mortgagor 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 Mortgagor 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 Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above. Mortgagor: Gerald D. Bardeson and Ronald R. Bissonnette, as Address: 200 W. Franciscan Dr. Trustees under Trust Agreement dated August 1, 2000, and known as Crown Center Trust Hammond, IN 46320 TRUSTEE ROWALD Printed Name Title Fax I.D. Number **ACKNOWLEDGEMENT** State of Indiana) SS RONALD R. BISSONETIE and GERALD D. BARDESON, Ob-Trustees under Trust Agreement dated 8/1/00, Before me, a Notary Public in and for said County and State, personally appeared and known as Crown Center and acknowledged the execution of this instrument. September County of Residence: Notary Public 9/12/07 My Commission Expites: **Notary Public** This instrument was prepared by: When recorded, return to: MANATON Bank One, Indiana, N.A.

HOLD FOR FIRST AMERICAN TITLE

Pamela M. Forney, Commercial Loan Coordinator

4

IN1-7509 8585 Broadway Merrillville, IN 46410 ATTN: Pamela M. Forney

EXHIBIT "A" LEGAL DESCRIPTION RIDER TO MORTGAGE

MODERNIZED LEGAL DESCRIPTION:

Parcel One:

Part of the SE1/4, NW1/4 Section 17, Township 34 North, Range 8 West of the Second Principal Meridian, described as follows: Commencing at the Southwest corner of said 1/4 Section (said Southwest corner being 1328.00 feet West of the center of said Section 17); thence East 320 feet along the South line of said Quarter Quarter Section to the Southwest corner of the Walgreen's parcel; thence continuing South 89 degrees 57 minutes 45 seconds East along the South line of said Walgreen's parcel 387.00 feet to the Southeast corner of said Walgreen's parcel and the Point of Beginning of this described parcel; thence North 00 degrees 12 minutes 35 seconds West 229.61 feet along the East line of said Walgreen's parcel to the Northeast corner of said Walgreen's parcel; thence along the North line of said Walgreen's parcel South 89 degrees 57 minutes 45 seconds West 195.60 feet to the face of an existing brick wall; thence following said brick wall South 00 degrees 02 minutes 15 seconds East 0.73 feet; thence South 89 degrees 57 minutes 45 seconds West 2.10 feet; thence North 00 degrees 02 minutes 15 seconds West 0.73 feet; thence South 89 degrees 57 minutes 45 seconds West 68.30 feet; thence leaving said wall South 00 degrees 12 minutes 35 seconds East 26.00 feet to a point 203.61 feet North of the South line of the NW1/4 of said Section 17; thence South 89 degrees 57 minutes 45 seconds West 121.00 feet to a point 320.00 feet East of the West line of the SE1/4, NW1/4 of said Section 17; thence North 00 degrees 13 minutes 15 seconds West parallel to said West line 326.24 feet to the North line of the South 32 rods of the SE1/4, NW1/4 of said Section 17; thence North 89 degrees 58 minutes 28 seconds East 515 feet to a point 835 feet East of the West line of the SE1/4, NW1/4 of said Section 17; thence South 00 degrees 13 minutes 15 seconds East 529.74 feet to the South line of the NW1/4 of said Section 17; thence South 89 degrees 57 minutes 45 seconds West 128.00 feet to the Point of Beginning. the Lake County Recorder!

Parcel Two: Easement for Access, Ingress and Egress for the benefit of Parcel One, recorded November 16, 1978, in Book 49, Page 109, as Document Number 502429.

