

3

Chicago Title Insurance Company

H620018219 Pdg

2002-060236  
LESSEE'S CONSENT TO ASSIGNMENT OF LEASE

2002 JUL -5 AM 10: 02

MURKIN CARTER  
RECORDER

The undersigned, Kauffman Chiropractic, P.C., as Lessee in the Lease identified in the foregoing Assignment of Lease, hereby joins in the execution of said instrument for the purpose of consenting to such as assignment, with the right of reassignment, and to all of the terms and conditions thereof. The undersigned hereby certifies that it has no agreements with the Assignor with respect to the property covered by the Lease or any plat thereof, other than those contained in the said Indenture of Lease, for the period covered by such Lease, that said Lease is valid and binding in according with its terms, and that no defaults presently exist thereunder.

Further, the undersigned agrees that so long as the Assignee has not foreclosed the pledge of Lease Agreement and has not taken over the obligations of the Assignee, it shall not be liable for any of the duties or obligations of the Assignor-Lessor, who shall remain liable for all the obligations contained in said Lease.

The undersigned agrees to give the Assignor and the Assignee thirty (30) days written notice of any default under the terms of said Lease as a condition precedent to the termination of Lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the Lease. Such notice shall specify the nature of the alleged default and if such default shall be cured either by Assignor or Assignee within said thirty (30) day period, then and in that event the Lessee shall not have the right to terminate the Lease pursuant to such notice.

The undersigned agrees that its interest as Lessee under the above described Indenture of Lease is subordinate and inferior to the interest of the Assignee as the holder and owner of a certain mortgage dated July 2, 2002, executed by the Assignor, as mortgagor, wherein the Assignee is named mortgagee, which said mortgage has been filed for record in Lake County, Indiana, on the \_\_\_ day of \_\_\_\_\_, 2002, as Document No. \_\_\_\_\_, and does hereby subordinate its interest as Lessee to said premises to the interest of the said mortgagee as herein described.

The undersigned does further agree that in the event that any proceeding under the Bankruptcy Act or any amendment thereto be commenced by or against the undersigned, its successors and assigns, or in the event of the filing of any action under any state insolvency law, or in the event the undersigned, its successors or assigns be otherwise adjudged insolvent or makes an assignment for the benefit of its creditors, assets thereof situated on demised premises, or on the leasehold estate created thereby, the said Lease, at the option of the Lessor or Assignee, shall immediately cease and terminate, and shall in no wise be treated as an asset of the undersigned, its successors and assigns, after exercise of the aforesaid option and Assignor-Lessor or Assignee shall have the right, after the exercise of the aforesaid option, to forthwith enter and repossess themselves of said premises as of the original estate.

The undersigned agrees that Lessor may mortgage any or all of its property located on the leased premises and in the event of a foreclosure involving such property, the mortgagee shall be permitted a reasonable time to remove any of such property and its lien thereon shall be prior in lien to any claim of the Lessee.

14.00  
07/3/02



## LEGAL DESCRIPTION

The West 120.65 feet of Lot 4-3, in Re-Subdivision of part of Lot 4, revision of Plat of Broadway Circle, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 59, page 11, in the Office of the Recorder of Lake County, Indiana.

