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**ASSIGNMENT OF RENTS AND LEASES**

620034279

Crown Point, Indiana

June 7, 2003

KNOW ALL MEN BY THESE PRESENTS, that LAKE COUNTY TRUST COMPANY, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 2, 2002 and known as Trust Number 5347, (hereinafter called First Party), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto: LAKE COUNTY TRUST COMPANY, its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Will and State of Illinois, and described as follows, to-wit:

**SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION WHICH IS MADE A PART HEREOF.**

This Assignment is made and given as security for (i) the payment in full of all principal of and interest on certain promissory notes executed by First Party and payable to the order of Second Party, as follows: a promissory note in the amount of \$1,000,000.00 and dated June 7, 2003, a promissory note in the amount of \$2,000,000.00 and dated June 7, 2003, and any modification, extension, renewal, replacement or substitution thereof (collectively the "Note"), (ii) the performance of all obligation, covenants, promises and agreements contained herein or in that certain Mortgage dated June 7, 2003, as modified, executed by First Party in favor of Second Party (the "Mortgage") conveying and mortgaging the real estate described in Exhibit A, as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Second Party in

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realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

This Assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Notes secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the note or notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage or before or after any sale therein forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in its discretion, may with or without force and with or without process of law and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage enter upon, take and maintain possession of all or any part of said real estate and premises herein above described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as it may see fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises; and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings,, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:(1) to the payment of interest on the principal and overdue interest on the note or notes secured by said

Mortgage at the rate therein provided; (2) to the payment of the interest accrued and unpaid on the said note or notes; (3) to the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) to the payment of any and all charges secured by or created under the said Mortgage above referred to; and (5) to the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and insure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors and assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit. The payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by LAKE COUNTY TRUST COMPANY, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said First Party or on said LAKE COUNTY TRUST COMPANY personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said LAKE COUNTY TRUST COMPANY personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided.

See Page 3A for Trustee's environmental exculpatory provision.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto as the day and year first above written.

LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid and not personally

By: Elaine M. Sievers  
its: Trust Officer, Elaine M. Sievers

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.



Attest:           n/a            
its: \_\_\_\_\_

STATE OF INDIANA     )  
                                  ) SS.  
COUNTY OF LAKE     )

I,           Hesta Payo           a Notary Public in and for said County, in the State aforesaid, do hereby certify that           Elaine M. Sievers           of LAKE COUNTY TRUST COMPANY, and           n/a           of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such           Trust Officer          , and           n/a           respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of June, 2003.

**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder  
Hesta Payo  
Notary Public

Lake County, IN. resident  
Commission expires: 10-11-07

This document was prepared by:

Edward L. Morrison, Jr.  
20280 Governors Hwy.  
Suite 302  
Olympia Fields, IL 60461

After recording mail to:

First United Bank  
700 Exchange Street  
Crete, IL 60417

Attention: Theresa Hershberger





**EXHIBIT A**

Parcel 1: The North half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 36, Township 35 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

That part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 35 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northeast corner of the Southwest Quarter of Section 36, Township 35 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian; thence South 89 degrees 51 minutes 18 seconds West along the North line of said Southwest Quarter 578.40 feet; thence South 00 degrees 04 minutes 48 seconds West 600.01 feet to a line parallel and 600 feet South of the North line of the Southwest Quarter; thence North 89 degrees 51 minutes 18 seconds East along last said line 583.26 feet to the East line of said Southwest Quarter; thence North 00 degrees 23 minutes 03 seconds West along last said East line 600.01 feet to the point of beginning, in Lake County, Indiana; and also excepting therefrom that part described as Prairie Trails, Phase 1, recorded in Plat Book 93, page 48, Lake County, Indiana.

Parcel 2: Prairie Trails Phase 1, being a Subdivision of part of the North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 36, Township 35 North, Range 10 West of the Second Principal Meridian, according to the plat thereof recorded April 17, 2003 as Document No. 2003-039528, in Book 93, page 48, in Lake County, Indiana (excepting Lots 201 through 209 both inclusive).

Key No.: 11-30-06

Address: Vacant land on Sheffield Road and Exchange Road, Dyer, Indiana

