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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

ASSIGNMENT OF LEASE

2004 AND 095129
LANDLORD'S CONSENT

2004 NOV -8 AM 10:41

MORRIS W. CARTER
RECORDER

This Assignment of Lease and Landlord's Consent is entered into among
MARK AND BRENDA DEMATEO ("Borrower"), whose address is

13701 LAUERMAN UNIT 3, CEDAR LAKE, IN 46303;

FIRST NATIONAL BANK OF GRANT PARK ("Lender"), whose address is 119 Main
Street, Grant Park, Illinois 60940; and CEDAR LAKE CONFERENCE ASSOCIATION

("Landlord"), whose address is P. O. Box 665, Cedar Lake, Indiana 46303. Borrower
and Lender have entered into, or are about to enter into, an agreement whereby Lender
has acquired or will acquire or will acquire a security interest or other interest in the
Collateral. Some or all of the Collateral may be affixed or otherwise become located on
the Premises. To induce Lender to extend the Loan to Borrower against such security
interest in the Collateral and for other valuable consideration, Landlord hereby agrees
with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when
used in this Agreement. Terms not otherwise defined in this Agreement shall have the
meanings attributed to such terms in the Uniform Commercial Code. All references to
dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this
Landlord's Consent may be amended or modified from time to time, together with
all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means MARK & BRENDA DEMATEO

Collateral. The word "Collateral" means certain of Borrower's personal property
in which Lender has acquired or will acquire a security interest, including,
without limitation the following specific property:

Leasehold improvements being one (1) cottage hereinafter referred to as
"Collateral".

Landlord. The word "Landlord" means CEDAR LAKE CONFERENCE
ASSOCIATION. The term "Landlord" is used for convenience purposes only.
Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or
lienholder, or that of an interest in the Premises and prior to the interest of Lender.

Noty # 2004-095128

119 N. Main Street Grant Park Ill. 60940-0607 e

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Lease. The word "Lease" means that certain lease of the Premises, dated OCTOBER 8, 2004, between Landlord and Borrower. The Lease was recorded as follows: _____.

Lender. The word "Lender" means FIRST NATIONAL BANK OF GRANT PARK, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in Lake County, State of Indiana, commonly known as 13701 Lauerman, Unit 3, Cedar Lake, Indiana 46303, and legally described as:

See Exhibit A.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may not reassign the Lease, without full compliance with Landlord's by-laws, rules, regulations prior to twenty-one (21) days of Lender placing Landlord on notice of Borrower's default, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. Lender will not enter the premises without prior notice and written consent, which shall not be unreasonably withheld, of Landlord as Landlord's property is a private community. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease under the conditions as stated above or vacates the Premises, Lender will have no further obligation to Landlord. Lender, its agents or assigns, may not use any facilities located on or adjacent to said Collateral. Lender shall not incur any voting rights under the By-Laws of Cedar Lake Conference Association and said voting rights will remain exclusively with Borrower until such time as the Lease is transferred to a third-

party under the terms described herein. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee with full compliance with Landlord's by-laws, rules, regulations or prior consent.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by the Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Agreement shall not constitute a waiver of or prejudice any parties' right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Landlord is required in this Agreement, the granting of such consent by Landlord in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

Borrower and Landlord acknowledge having read all the provisions of this Landlord's Consent, and Borrower and Landlord agree to its terms. This Agreement is dated this 8TH **day of** OCTOBER **, 2002--**
2004

Borrower:

Mary DeMato
Brenda DeMato

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Landlord: CEDAR LAKE CONFERENCE ASSOCIATION

By: Bleed Meigs Executive Director

Lender: FIRST NATIONAL BANK OF GRANT PARK

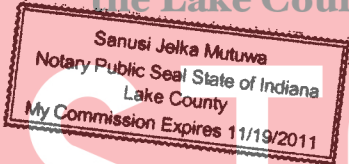
By: Round H. Smith, Sr. V.P.

STATE OF _____)

COUNTY OF _____)

Before the undersigned, a Notary Public for the above County and State, personally appeared Mark Demates, Brenda Demates, and _____ and being sworn by me upon oath, states that the facts alleged in the foregoing instrument are true. Signed and sealed this 8th day of October, 2004 SM

This Document is the property of _____ the Lake County Recorder!



Sanusi Mutuwa
Notary Public

Name Printed: SANUSI MUTUWA

My Commission Expires: 11/19/2011

County of Residence: Lake

Prepared by: _____



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EXHIBIT A

Unit 3, 13701 Lauerman as designated on the plat of the CEDAR LAKE CONFERENCE ASSOCIATION;

Together with all improvements constructed thereon, in Lake County, Indiana.

AND THAT CERTAIN Leasehold Estate created by that certain Lease Agreement dated OCTOBER 8, 2004, ~~2002~~, between CEDAR LAKE CONFERENCE ASSOCIATION, as Lessor, and MARK AND BRENDA DEMATEO

_____, as Lessees.

Together with all improvements constructed thereon, in Lake County, Indiana



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