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MICHAEL A. DOWDAN
RECORDER

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ASSIGNMENT OF LEASES AND RENTS

Absolute Assignment

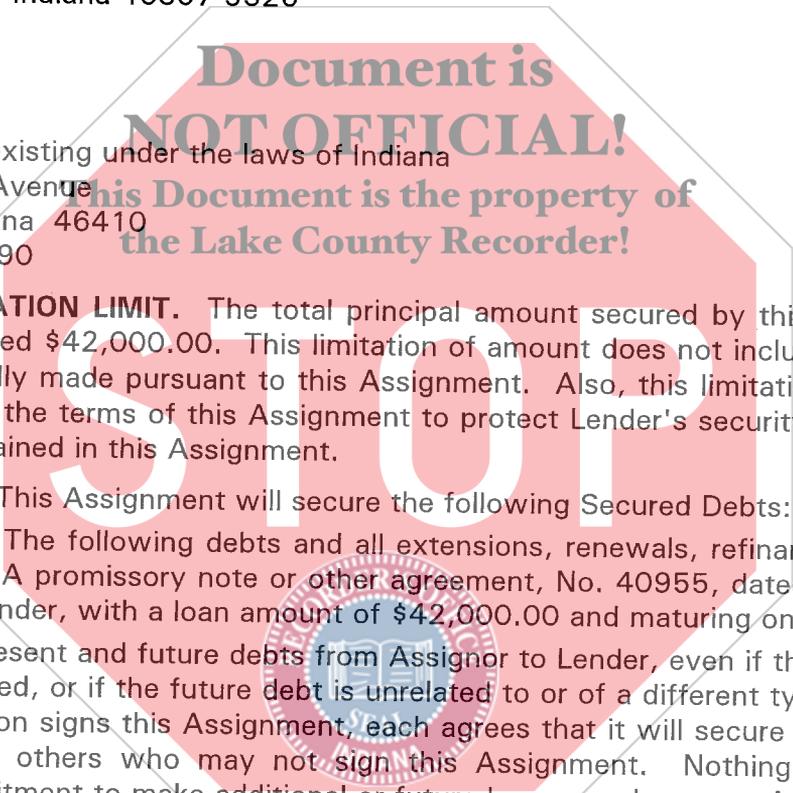
DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is January 21, 2005. The parties and their addresses are:

ASSIGNOR:

GR8 REAL ESTATE, LLC
A INDIANA Limited Liability Company
1975 GREEN VALLEY DRIVE
CROWN POINT, Indiana 46307-9326

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 East 84th Avenue
Merrillville, Indiana 46410
TIN: 35-0161790



CHICAGO TITLE INSURANCE COMPANY

1. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Assignment at any one time will not exceed \$42,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

2. SECURED DEBTS. This Assignment will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 40955, dated January 21, 2005, from Assignor to Lender, with a loan amount of \$42,000.00 and maturing on January 21, 2025.

B. All Debts. All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.

3. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance

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Initials
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7. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or

Code. collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to effect as provided for in the terms of the Secured Debts. To the extent permitted by the United expenses will bear interest from the date of payment until paid in full at the highest interest rate in expenses. These expenses are due and payable immediately. If not paid immediately, these Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal and preserve the Property and for any recordation costs of releasing the Property from this rights and remedies under this Assignment. Assignor agrees to pay expenses for Lender to inspect by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's **6. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted effective as to third parties on the recording of this Assignment.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and any way for any injury or damage to any person or property sustained in or about the Property. in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in Lender is not obligated to perform or discharge any obligation of Assignor under the Leases, appear possession of the Property. Consequently, until Lender takes actual possession of the Property, a mortgagee-in-possession after Assignor's license to collect, receive, enjoy and use the Rents is this Assignment or by collecting or receiving payments on the Secured Debts, but only may become Assignor agrees that Lender will not be considered to be a mortgagee-in-possession by executing payments of Rents from the Property to Lender.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any Property, and other necessary expenses. Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the periods, unless Assignor first obtains Lender's written consent. Amounts collected will be applied at immediately revokes this license. Assignor will not collect in advance any Rents due in future lease and use the Rents as long as Assignor is not in default. Assignor's default automatically and **5. COLLECTION OF RENTS.** Lender grants Assignor a revocable license to collect, receive, enjoy and in accordance with the terms of the Secured Debts and this Assignment.

4. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due also be regarded as a security agreement. This agreement is an absolute assignment and not an assignment for additional security. In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will

The property is located in LAKE County at 4018 MARYLAND STREET, GARY, Indiana 46409-1919.

INDIANA.
RECORDED IN PLAT BOOK 11, PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
THE NORTH 15 FEET OF LOT 40, AND ALL OF LOTS 41 AND 42, IN BLOCK 8 IN GREAT GARY
REALTY COMPANY'S FIRST ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF,

property:
C. The term Property as used in this Assignment shall include the following described real claims which Assignor may have regarding the Property (Rents).
B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and extensions, renewals, modifications or replacements (Leases).
A. Existing or future leases, subleases, licenses, guarantees and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any grants, bargains, conveys, mortgages and warrants to Lender all the right, title and interest in the following (Property).

contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

8. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

these Leases will be provided immediately after they are executed.
execution of the Assignment, and all future Leases and any other information with respect to
certify these Leases are true and correct copies. The existing Leases will be provided on
B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will
not be unreasonably withheld.

A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to
fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory
to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will
13. COVENANTS. Assignor agrees to the following covenants:

Leases and Rents.
H. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the
Leases so require).

G. Lease Modification. Assignor has not sublet, modified, extended, canceled, or otherwise
altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the
fails to observe any applicable law, Assignor will promptly notify Lender.
comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or
cost and expense, will keep, observe and perform, and require all other parties to the Leases to
violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole
F. Default. No default exists under the Leases, and the parties subject to the Leases have not
the type and use of the Property.

E. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for
Rents.
warrant to Lender the Leases and Rents, and no other person has any right in the Leases and
unconditionally, irrevocably and immediately assign, grant, bargain, convey, mortgage and
D. Title. Assignor has good title to the Leases, Rents and Property and the right to absolutely,
and franchises.

does not and will not use any other name and will preserve Assignor's existing name, trade names
not used any other trade or fictitious name. Without Lender's prior written consent, Assignor
has not changed Assignor's name or principal place of business within the last 10 years and has
C. Name and Place of Business. Other than previously disclosed in writing to Lender, Assignor
to which Assignor is or any of Assignor's property is subject.

received all necessary governmental approval, will not violate any provision of law, or order of
court or governmental agency, and will not violate any agreement to which Assignor is a party or
evidenced by this Assignment are within Assignor's powers, have been duly authorized, have
B. Authority. The execution, delivery and performance of this Assignment and the obligation
qualified to do so in each jurisdiction in which Assignor operates.
and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is
in which Assignor operates. Assignor has the power and authority to enter into this transaction
A. Power. Assignor is duly organized, and validly existing and in good standing in all jurisdictions

and representations which will continue as long as this Assignment is in effect:
12. WARRANTIES AND REPRESENTATIONS. Assignor makes to Lender the following warranties
date of this Assignment.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the
similar entity.
C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or
B. There is a change in either the identity or number of members of a partnership or similar entity.
A. A beneficial interest in Assignor is sold or transferred.

person (such as a corporation or other organization), Lender may demand immediate payment if:
11. TRANSFER OF AN INTEREST IN THE ASSIGNOR. If Assignor is an entity other than a natural
the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the
Secured Debt to be immediately due and payable upon the creation of, or contract for the creation
of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to
making an application to the court for an appointment of a receiver for the benefit of Lender to take

9. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender
possession of the Property and the Leases, with the power to receive, collect and apply the Rents.
Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to
make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents,
and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this
appointment of a receiver may be without giving bond, without reference to the then-existing value
of the Property, and without regard to the insolvency of any person liable for any of the Secured
Debts.

C. Right To Rents. Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. Accounting. When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. Future Leases. Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. Personal Property. Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. Leasehold Estate. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

14. DEFAULT. Assignor will be in default if any of the following occur:

A. Payments. Assignor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

C. Business Termination. Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

E. Other Documents. A default occurs under the terms of any other transaction document.

F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.

G. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

20. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

GR8 REAL ESTATE, LLC

By Shirley Dunn MEMBER

SHIRLEY D. DUNN, MEMBER

By Lisa J. Brown MEMBER

LISA J. BROWN, MEMBER

