



**WHEREAS**, Assignor desires to further secure (i) the repayment of the Note, and any amendments, renewals, substitutions or replacements of any of the foregoing; and (ii) the performance of Assignor's obligations under the Mortgage and the Note (collectively the "Liabilities").

**NOW, THEREFORE**, for and in consideration of the above and the mutual agreements herein contained and as further and additional security to the Assignee for the repayment and performance of the Liabilities, and in consideration of the sum of ONE DOLLAR (\$1.00) to the Assignee in hand paid, the receipt whereof is hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor, does hereby sell, assign and transfer unto the Assignee:
  - (a) all Current Leases (as hereinafter defined), future leases, contracts or any other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Property (or any part thereof), whether written or verbal, whether heretofore now or hereafter made or agreed to or which may be made or agreed to by the Assignee under the powers granted in this Assignment (the "Leases");
  - (b) all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property) now due and which may hereafter become due under or by virtue of: (i) the Leases and/or (ii) any letting of, or any agreement for the use and occupancy of, the Mortgaged Property of any part thereof; and
  - (c) all guaranties of any of the foregoing.
2. Assignor agrees, represents and warrants unto Assignee, its successors and assigns as follows:
  - (a) attached as Exhibit B is a schedule of any Leases existing as of the present date with respect to the Mortgaged Property or part thereof (the "Current Lease(s)"); all amendments to any Current Lease(s) are designated on the aforesaid schedule; Assignor is the sole owners of the entire lessor's interest in any Current Lease(s);
  - (b) no default exists on the part of lessor or lessee under the terms of any Current Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Current Lease(s);
  - (c) any Current Lease(s) are, and any future Lease(s) will be, valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

- (d) if any Current Lease(s) or future Lease(s) provide for the abatement of rent during repair of the demised Mortgaged Property by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee in amount and form and written by insurance companies as shall be satisfactory to Assignee; and

3. Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that no payment of rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Assignor. Assignor waives any right of set-off against any person in possession of any portion of the Mortgaged Property. Assignor agrees not to make any other or further assignment of the rents or profits or Leases prior to the release of this Assignment.

4. Assignor further agrees to execute and deliver immediately upon the request of the Assignee, all such further assurances and assignments in the Mortgaged Property as the Assignee shall from time to time reasonably require.

5. It is the parties' intention to establish an absolute transfer and assignment of the Leases and agreements, and all the avails thereof, to the Assignee. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney in its name and stead to effectuate the purposes of this Assignment. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the following events shall occur, which shall constitute "Events of Default" hereunder:

- (a) an Event of Default shall occur under the terms of the Note or in the payment or performance of the Liabilities;
- (b) an Event of Default shall occur under the terms of the Mortgage;
- (c) default shall be made in the performance or observance of any of the conditions or agreements hereunder and Assignor shall fail to cure such within thirty (30) days after being served with written notice from Assignee;
- (d) an Event of Default shall occur under any other agreement, security agreement, assignment, instrument or other agreement made by Assignor in favor of Assignee.

And in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Assignee may have under said Liabilities or any other instrument herein mentioned.

6. Upon the occurrence of an Event of Default, Assignor hereby authorizes Assignee (*with or without taking possession of the Mortgaged Property*) to:

- (a) direct and instruct each and every present and future lessee or tenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any Lease(s) to the Assignee directly;
- (b) collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property;
- (c) rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such terms, as Assignee in its discretion may determine; and

with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the Mortgaged Property pursuant to the provisions hereinafter set forth.

7. In any case in which under the provisions of the Mortgage the Assignee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Assignee, Assignor agrees to surrender to the Assignee and the Assignee shall be entitled to take actual possession of the Mortgaged Property or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion may:

- (a) with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all the documents, books, records, papers and accounts of Assignor or then owner of the Mortgaged Property relating thereto;
- (b) exclude the Assignor, its agents or servants, wholly therefrom;
- (c) as attorney in fact or agent of the Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Mortgaged Property, including: (i) actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, (ii) cancellation or termination of any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same; (iii) disaffirm any Lease or sublease made subsequent to the Mortgage or

subordinated to the lien thereof; (iv) making all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion and/or (v) insuring and reinsuring the same for all risks incidental to Assignee's possession, operation and management and to receive all such avails, rents, issues and profits.

8. The Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as the Assignee may determine:

- (a) To the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof which shall include reasonable compensation to the Assignee and its agent or agents, if management is delegated to an agent or agents, and it shall also include Lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Lease(s), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Mortgaged Property in such condition as will, in the reasonable judgment of the Assignee, make it readily rentable; and
- (c) To the payment of the Liabilities and any other indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

9. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Mortgaged Property, and Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, Assignor agrees to reimburse the Assignee for the amount thereof, including direct costs, direct expenses and reasonable attorneys' and paralegals' fees, immediately upon demand.

10. It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed a special remedy given to the Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein

granted and elsewhere granted in any instrument securing the Liabilities, all of which remedies shall be enforceable concurrently or successively. This Assignment shall be governed by and construed under the laws of the State of Illinois, except that at all times the provisions for the creation, perfection, and enforcement of the liens and security interests created pursuant hereto shall be governed by and construed according to the law of the state in which the Mortgaged Property is located.

11. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by Assignor.

12. Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes and shall be binding upon their successors and assigns (*including successors by consolidation*), and any party or parties holding title to the Mortgaged Property by, through or under them. All of the rights, powers, privileges and immunities granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note or the Liabilities. If this instrument is executed by more than one person or entity, all obligations and undertakings of Assignor herein shall be joint and several. Further, the term "Note" as used herein shall also be read to refer to any note executed in renewal, substitution, amendment or replacement thereto.

13. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

14. In the event that the Assignee incurs any reasonable costs (*including attorneys' and paralegals' fees, court costs and advances*) to enforce the provisions of this Assignment, the Assignor on demand by the Assignee, immediately shall reimburse the Assignee therefore. Assignor's liability for all reasonable expenses and fees hereunder shall also extend to the collection of any judgment which shall result from Assignee's enforcement of its rights and remedies under this Assignment.

15. ASSIGNOR AND ASSIGNEE IRREVOCABLY AGREE THAT, ALL ACTIONS OR PROCEEDINGS IN ANY WAY OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT SHALL BE LITIGATED IN COURTS HAVING SITUS

WITHIN THE COUNTY OF LAKE, STATE OF INDIANA. ASSIGNOR AND ASSIGNEE HEREBY CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND WAIVE ANY OBJECTION THEY MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING HEREUNDER.

16. ASSIGNOR AND ASSIGNEE IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH; OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSIGNMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**IN WITNESS WHEREOF**, the undersigned have executed this Assignment as of the date first above written.

**ASSIGNOR:**

**HARRIS, N.A., SUCCESSOR TO MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, UNDER THE TERMS AND PROVISIONS OF A CERTAIN TRUST AGREEMENT DATED FEBRUARY 19, 1997 AND KNOWN AS TRUST NUMBER 6371**

This Document is the property of the Lake County Recorder!

**BY:**

Name:  
Title:

**AUTUMN CREEK, LLC,**  
an Indiana limited liability company

By: **WILLIAM J. BRANT, JR. & ASSOCIATES, L.P.,** an Indiana limited partnership, its managing member

By: **WOODLAWN GENERAL PARTNER, LLC**  
An Indiana limited liability company and General Partner

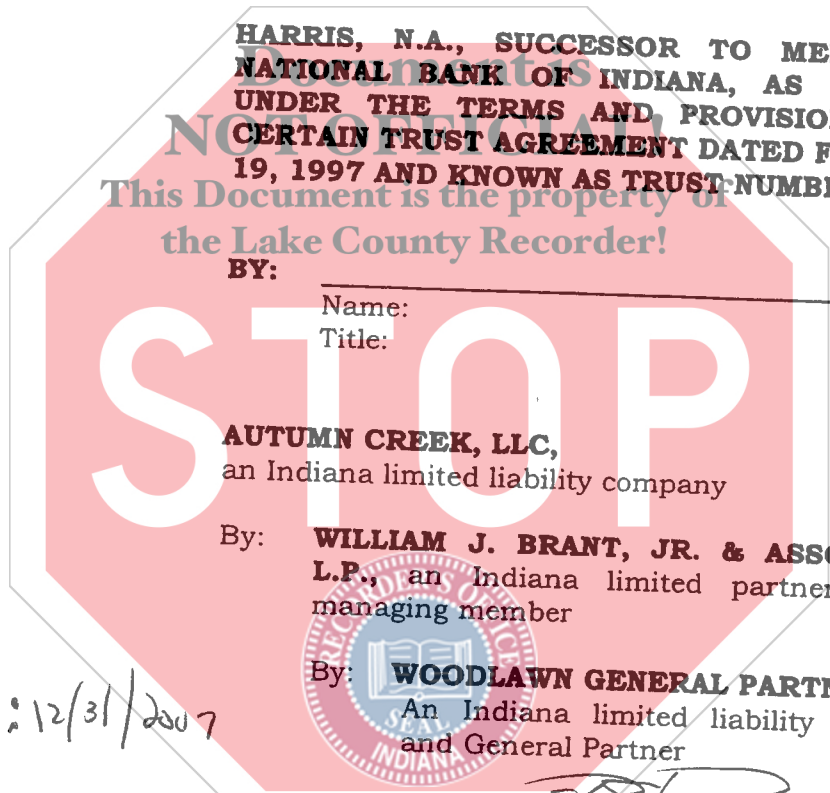
By:

*[Signature]*  
**THOMAS H. TULLIDGE, JR.,**  
Manager

**KATHRYN S. GRANT**  
Notary Public  
Commonwealth of Virginia  
My Commission Expires Dec 31, 2007

registration no. 283770

Griffith Savings Bank  
Assignment of Leases and Rents



My Commission Expires: 12/31/2007  
City of Richmond  
State of Virginia





members as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of August, 2007.

Signed:

\_\_\_\_\_  
(Notary Public)  
(ON prior page)

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

STATE OF VIRGINIA )  
City of Richmond ) SS:  
COUNTY OF Richmond )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, **THOMAS H. TULLIDGE, JR.**, personally known to me to be the same person whose name is subscribed to the foregoing Instrument and personally known to me to be the Manager of Woodlawn General Partner, LLC, the General Partner of **WILLIAM J. BRANT, JR., AND ASSOCIATES**, an Indiana limited partnership, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, as said manager of the foregoing entities, and that said Instrument was signed and delivered in the name and behalf of said limited partnership as the free and voluntary act of said limited partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of August, 2007.

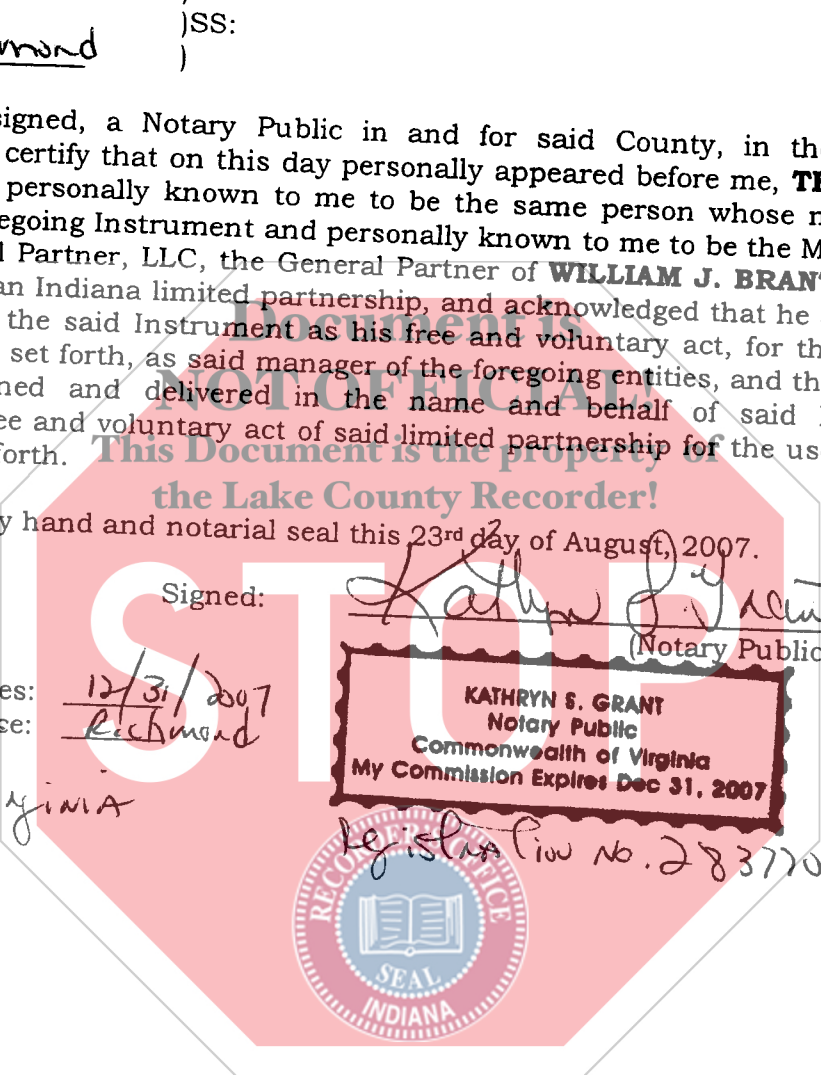
Signed:

\_\_\_\_\_  
(Notary Public)

My Commission Expires: 12/31/2007  
My County of Residence: Richmond  
City of  
State of Virginia

KATHRYN S. GRANT  
Notary Public  
Commonwealth of Virginia  
My Commission Expires Dec 31, 2007

Registration No. 283770



**EXHIBIT A**  
**LEGAL DESCRIPTION**

COMMONLY KNOWN AS: 7651-7657 Harvest Drive, Schererville, IN 46375

PERMANENT INDEX NUMBER:

LEGAL DESCRIPTION: Lot 2 in Autumn Creek Block Five, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 84, page 94, in the Office of the Recorder of Lake County, Indiana.



**EXHIBIT B  
CURRENT LEASES**

Lease dated September 1, 2006, by and between William J. Brant, Jr. & Associates, L.P. and HDW Commercial Interiors, for Units 400 and 600, commonly known as 7655 and 7657 Harvest Drive, Schererville, Indiana.

Lease dated November 10, 2006, by and between William J. Brant, Jr. & Associates, L.P. and Brant Construction, LLC, for Unit 100, commonly known as 7651 Harvest Drive, Schererville, Indiana 46375.

