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LAKE COUNTY
CLERK
FILED FOR RECORD

2011 041986

2011 AUG -4 AM 9:43

MAIL ROOM

Loan Number 3405639001

MAIL TO:
Standard Bank & Trust Co.
7800 West 95th Street,
2nd Fl East
Hickory Hills, Illinois 60457

ASSIGNMENT OF RENTS FROM TRUST #21009

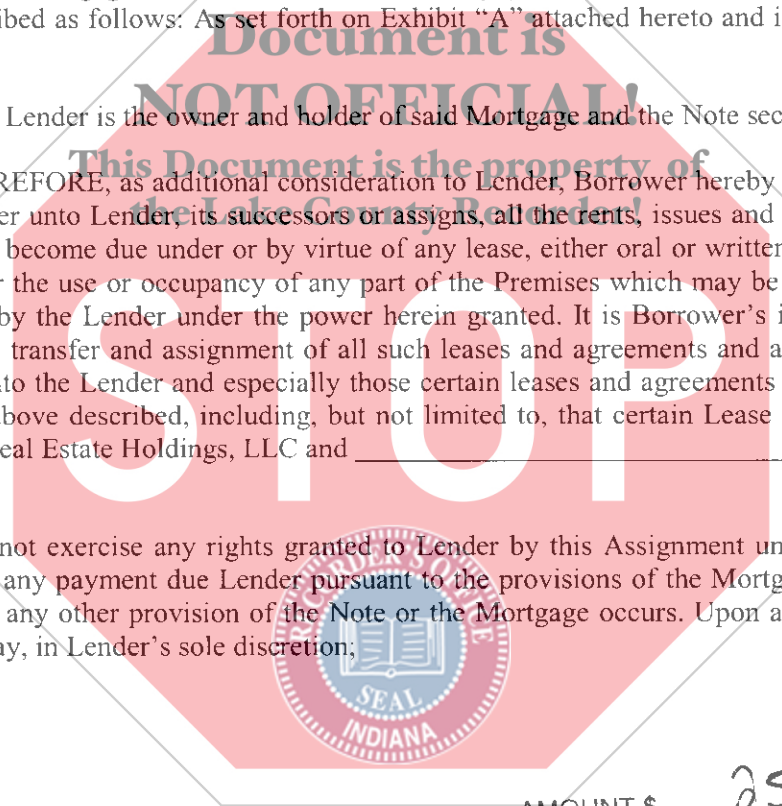
KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Elmwood Real Estate Holdings, LLC, an Indiana limited liability company ("Borrower" or "Mortgagor" herein), 9665 Julia Drive, St. John, Indiana 46373, in order to secure a Note made by Borrower payable to STANDARD BANK AND TRUST COMPANY, 7800 W. 95th Street, Hickory Hills, IL 60457, ("Lender" herein) in the principal sum of Two Million One Hundred Twenty Thousand (\$2,120,000.00) Dollars, did execute a Mortgage of same date herewith, mortgaging to Lender the real estate ("Premises" herein) legally described as follows: As set forth on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Borrower hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described, including, but not limited to, that certain Lease Agreement by and between Elmwood Real Estate Holdings, LLC and _____ dated _____

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Borrower, Lender may, in Lender's sole discretion;

mtg # 2011-041986



920110901
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
Crown Point, Indiana

Ref 1

AMOUNT \$ 25⁰⁰
CASH _____ CHARGE FN
CHECK # _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK AB

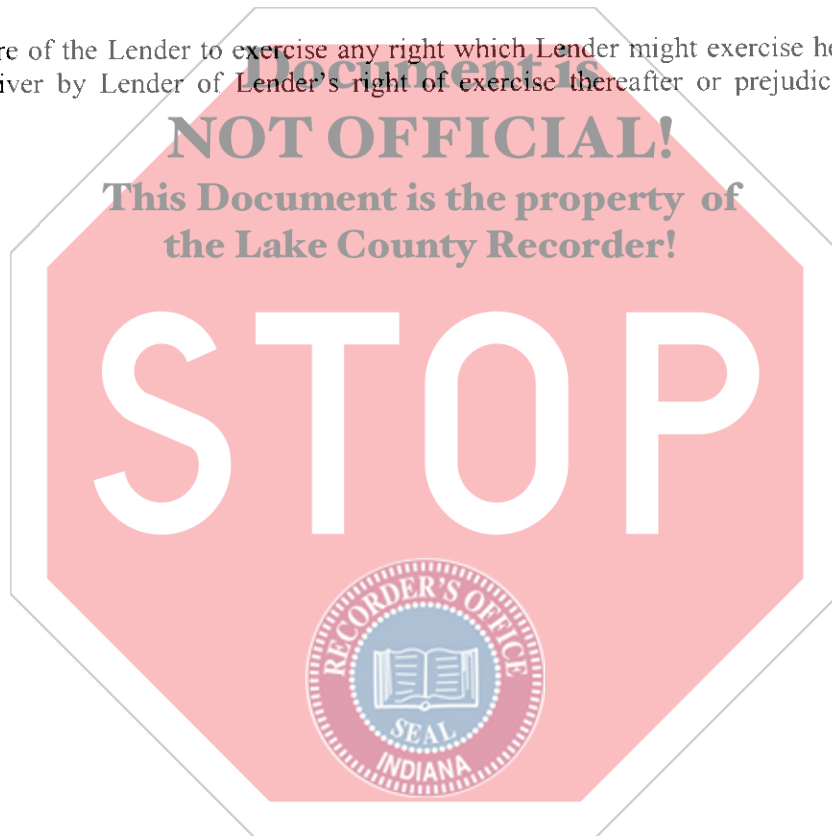
A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and

B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

C. collect from Borrower rent for any part of the Premises occupied by Borrower at the prevailing rate per month. A failure on the part of Borrower to promptly pay said rent on the first day of each and every month shall, in and of itself, constitute a forcible entry and detainer and Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower.

This Assignment of Rents shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

The failure of the Lender to exercise any right which Lender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.



IN WITNESS WHEREOF, Owner has personally executed this Mortgage and Borrower has caused this Mortgage to be signed and attested by its duly authorized President as of the _____ day of April, 2011.

BORROWER:

ELMWOOD REAL ESTATE HOLDINGS, LLC

By: *James F. Betkowski*
James F. Betkowski, Managing Member

By: *Lucille H. Betkowski*
Lucille H. Betkowski, Managing Member

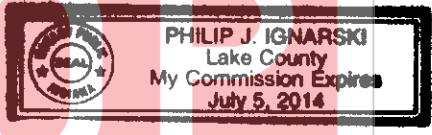
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

The undersigned, a notary public in and for said County and State, does hereby certify that, James F. Betkowski, Managing Member of Elmwood Real Estate Holdings, LLC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signer, he signed and delivered the said instrument, pursuant to proper authority, as his free and voluntary act and deed, and as the free and voluntary act and deed of said Elmwood Real Estate Holdings, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20th day of April, 2011.

Commission Expires: _____
County of Residence: _____, Notary Public

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

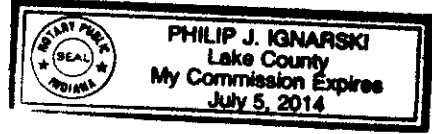


The undersigned, a notary public in and for said County and State, does hereby certify that, Lucille H. Betkowski, Managing Member of Elmwood Real Estate Holdings, LLC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signer, she signed and delivered the said instrument, pursuant to proper authority, as her free and voluntary act and deed, and as the free and voluntary act and deed of said Elmwood Real Estate Holdings, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 20th day of April, 2011.

Commission Expires: _____
County of Residence: _____, Notary Public


OWNER:

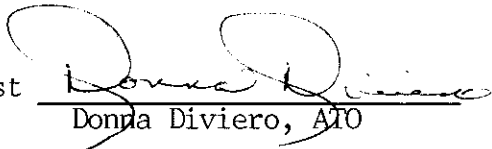


Loan Number 3405639001

**EXCULPATORY CLAUSE ATTACHED
HERE TO AND MADE A PART HERE OF**

Standard Bank and Trust Company, as Trustee of Trust #21009
and not personally

By: 
Patricia Ralphson, AVP

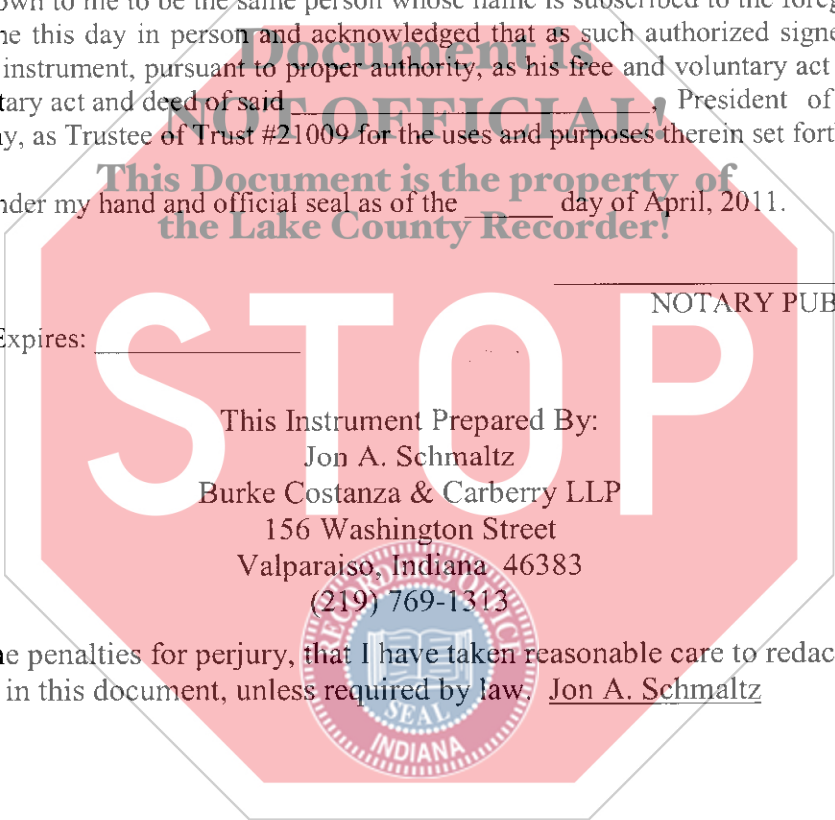
Attest 
Donna Diviero, ATO

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned, a notary public in and for said County and State, does hereby certify that, _____, President of Standard Bank and Trust Company, as Trustee of Trust #21009, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signer, he signed and delivered the said instrument, pursuant to proper authority, as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____, President of Standard Bank and Trust Company, as Trustee of Trust #21009 for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the _____ day of April, 2011.

My Commission Expires: _____ NOTARY PUBLIC



This Instrument Prepared By:
Jon A. Schmaltz
Burke Costanza & Carberry LLP
156 Washington Street
Valparaiso, Indiana 46383
(219) 769-1313

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jon A. Schmaltz

This ASSIGNMENT OF RENTS is executed by STANDARD BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee 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 STANDARD BANK AND 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 STANDARD BANK AND 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 therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

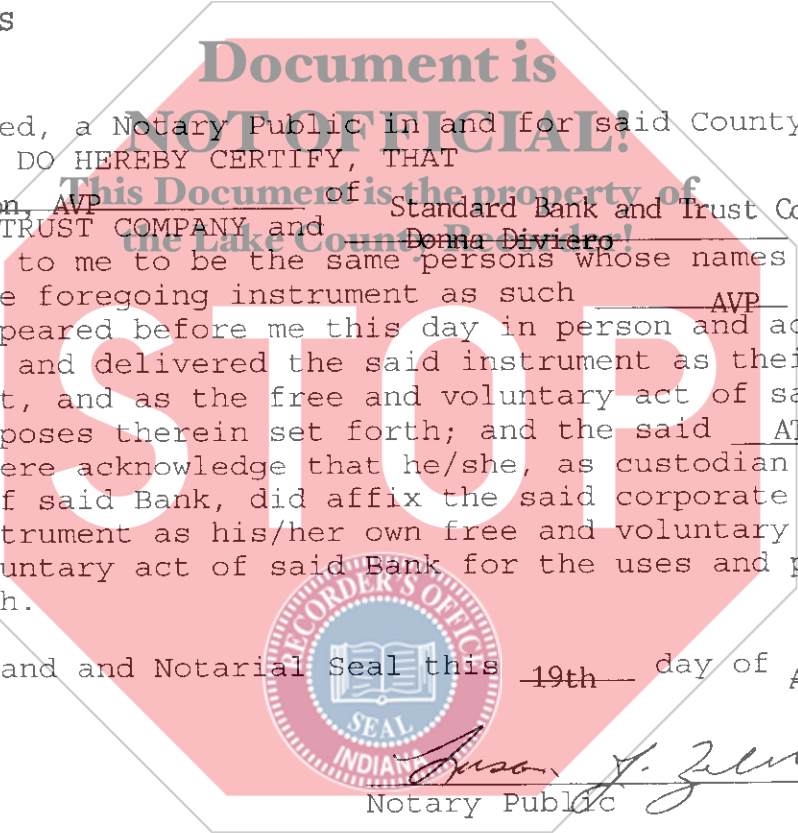
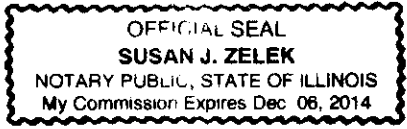
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT
Patricia Ralphson, AVP of Standard Bank and Trust Company of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ATO did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of April, 2011.



Susan J. Zelek
Notary Public



Loan Number 3405639001

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jon A. Schmaltz



EXHIBIT "A"
LEGAL DESCRIPTION

Cedar Lake

Lot 1, Vanco Addition Two-Phase One, an Addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 104 Page 62, in the Office of the Recorder of Lake County, Indiana.

Commonly Known as: 9931 Lincoln Plaza Way, Cedar Lake, IN 46303

PIN: 45-15-28-227-013.000-014

