ASSIGNMENT OF LEASE **AND** LANDLORD'S CONSENT

This Assignment of Lease and Landlord's Consent is entered into among Mark J. DeMateo and Brenda S. DeMateo ("Borrower") whose address is: 13701 Lauerman No 3, Cedar Lake, Indiana 46303 and FIRST NATIONAL BANKOPF GRANT PARK ("Lender"), whose address is 119 N Main Street, Grant Park, Illinois 60940 and CEDAR LAKE CONFERENCE ASSOCIATION ("Landlorg"), 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 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(s) 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 Americal ocument is

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 the Lake County Recorder! from time to time.

The word "Borrower(s)" means Mark J. DeMateo and Borrower. Brenda S. DeMateo.

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".

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, lien holder, or that of an interest in the Premises and prior to the interest of Lender.

920114385 FIDELITY NATIONAL TITLE **INSURANCE COMPANY** Crown Point, Indiana

AMOUNT \$_ CASH ____ ___ CHARGE __ CHECK #_ OVERAGE COPY_ NON-COM_ CLERK _____

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Lease. The word "Lease" means that certain lease of the Premises dated October 11, 2004 between Landlord and Borrower. The Lease was recorded follows: April 5, 2007.

Lender. The word "Lender" means FIRST NATIONAL BANK OF GRANT PARK, ITS SUCCESSORS AND/OR ASSIGNS.

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

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:

LOT 4 IN CEDAR LAKE MINISTRIES, AN ADDITION TO THE TOWN OF CEDAR LAKE, A PLANNED UNIT DEVELOPMENT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 104 PAGE 65, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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 of land amendments to the Lease or to 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 and 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 and 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 with in 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 Lender. Without notice to Landlord and without affecting the validity of the 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 imitation 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 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 term. This Agreement is dated this November 21, 2011.

	Borrower:	
	Landlord: CEDAR LAK	E CONFERENCE ASSOCIATION
	Ву:	
	Bob Mc R	Rae (Executive Director)
		ONAL BANK OF GRANT PARK
	By: Darin Terry	Chief Credit Officer
	STATE OF THINOIS DO	ocument is
BOD. Uclae	COUNTY OF COUNTY	
	Toni U. Ultrul Name Printed:	E THE R.C. O. L.
	My Commission Expires:	TOFFICIAL SEAL TONI M. MITCHELL Notary Public, State of Illinois My Commission Expires: 3/16/2013
	County of Residence:	
		This instrument prepared by:
"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." Grant Park, II. 60914		
	Kimberly Kay Schultz	4

Borrower: ____