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Please return the recorded assignment of rents to:

banc-serv PARTNERS, LLC

777 East Main Street T OFFICIAL!

Westfield, IN 46074
This Document is the property of

Grantee: Providence Bankle Lake County Recorder!

630 East 162nd Street South Holland, IL 60473

Grantor: DAN C. GOUWENS AND SHIRLEE L.GOUWENS, TRUSTEES

OF THE DAN C. GOUWENS LIVING TRUST DTD 02/21/00

8740 Overlook Point St. John, IN 46373

See Exhibit "A" Attached here to and made a part thereof.

This document was prepared by:

Tamie Caulk

of banc-serv PARTNERS, LLC.

777 East Main Street

Westfield, IN 46074

317.632.0050

CK# 20 021089 Qx 201 E

ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made this 15th day of August 2012 by and between Dan C Gouwens and Shirlee L Gouwens, Trustees of the Dan C. Gouwens Living Trust DTD 02/21/00 ("Assignor") and Providence Bank ("Assignee").

WHEREAS, Assignor has executed and delivered to Assignee that certain Promissory Note dated 08/15/2012 in the original principal amount of Three Hundred Fifteen and No/100 Dollars (\$315,000 00) (the "Note"); and

WHEREAS, Assignor desires to assign to Assignee Assignor's right to payment with respect to all periodic rental payments (the "Rental Payments") that may now or hereafter be payable by any third party (a "Tenant") under any contract or agreement (a "Lease") under which Assignor is landlord or lessee and which relates to all or any part of the property described below (the "Property"), which property is commonly known as 8740 Overlook Point, St. John, IN. 46373.

Legal Description:

See Exhibit A attached hereto and made a part thereof

WHEREAS, Assignor desires to assign to Assignee the Rental Payments for application to the unpaid balance of the Note and all renewals, modifications and extensions thereof, and all other indebtedness of Assignee (the "Obligations")

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

the Lake County Recorder:

- 1. Assignor hereby assigns to Assignee all Assignor's right, title, and interest in the Rental Payments, Assignor hereby grants to Assignee the right to enforce, at the sole discretion of Assignee, all Assignor's rights under the Lease, including the right to sue for and collect unpaid Rental Payments. In the event Assignee elects not to enforce Assignor's rights under the Lease, Assignee agrees to enforce promptly all of such rights.
- 2. On or before the first banking day after Assignee receives each Rental Payment, Assignee will apply said Rental Payment to reduce the unpaid balance of the Note and the other Obligations in such manner as Assignee deems fit in its sole discretion. If Tenant makes the Rental Payment by check, Assignee will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. In the event the Tenant's check is not finally paid, the provisional application of such payment shall be reversed. It is expressly agreed that Assignor's Note and Obligations shall not be reduced or credited until such time as Assignee receives each final Rental Payment. If Tenant fails or refuses to make a Rental Payment, Assignee shall have no obligation to reduce the unpaid balance of Note or Obligation. Assignor's duties to Assignee under the Note and Obligations shall not be excused or modified if Tenant (a) fails or refuses to make Rental Payments, or (b) is delinquent in making any Rental Payment(s)
- 3. Nothing herein shall constitute or be construed as a delegation to Assignee of Assignor's duties under the Lease. Assignor shall have the option, but not the duty, to enforce Tenant's obligation to pay Rental Payments Further, Assignee shall have no obligation to Tenant whatsoever other than to accept each Rental Payment.

4 After the unpaid balance of the Note and any renewals, modifications, or extensions thereof, and after the repayment of all other Obligations and debts of Assignor to Assignee, Assignee agrees to assign back to Assignor all Assignee's rights created hereby within ten (10) days of the receipt by Assignee from Assignor of such a written request.

5. In the event Tenant breaches the Lease, and Assignee exercises its option hereunder to sue to enforce the Lease, Assignor agrees to reimburse Assignee for all Assignee's costs and reasonable attorney's fees incurred in connection with enforcing the Lease Such costs and reasonable attorneys'

fees may be paid by Assignee from the Rental Payments.

6 Assignor agrees to instruct Tenant to pay the Rental Payments directly to Assignee.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.

8. Assignee's consent to allowing Tenant to make one or more Rental Payments to Assignor is not and shall not be deemed to be a waiver of Assignee's right to directly receive all other Rental Payments.

Dan C. Gouwens and Shirlee L. Gouwens, Trustees of the Dan C. Gouwens Living Trust DTD 02/21/00 Providence Bank

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By Shale Jou

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dan C Gouwens and Shirlee L. Gouwens are signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily

Given under my hand and official seal this 15 Hday of August, 2012

"OFFICIAL SEAL"
TAMI A. CLIFF
Notary Public, State of illinois
Cook County
My Commission Expires 08/18/14

Notary Public

Print Name: Mm, A CICH
County of Residence: Look

(Seal, if any)

My commission expires:

08/16/2014

STATE OF	1L
COUNTY OF	Look

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Christine M. Zima, on behalf of Providence Bank, as Vice President Commercial Lending is signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation

Given under my hand and official seal this 15th day of August, 2012.

"OFFICIAL SEAL"
TAM! A. CLIFF
Notary Public, State of Illinois
Cook County
My Commission Expires 08/16/14

Notary Public

Print Name: Tami A Cliff
County of Residence: Look

(Seal, if any)

My commission expires:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



LOT 159 IN LAKE HILLS RESUBDIVISION UNIT 1, AN ADDITION TO THE TOWN OF ST JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96 PAGE 40, IN LAKE COUNTY, INDIANA.

