2012 059222

2012 AUG 31 AM 9: 43

MICHELE FAJMAN RECORDER

RECORDATION REQUESTED BY: CENTIER BANK Highland Lending Office 600 E. 84th Avenue Merrillville, IN 46410

WHEN RECORDED MAIL TO: CENTIER BANK 600 EAST 84TH AVENUE MERRILLVILLE, IN 46410

Mortgage Recording Document Number: 2012-059221

SEND TAX NOTICES TO: CENTIER BANK 600 EAST 84TH AVENUE MERRILLVILLE, IN 46410 Mortgage Recording Date: August 31, 2012

\*########################011508282012\*

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated August 28, 2012, is made and executed between First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Co., Inc., as trustee under agreement dated August 21, 2003 and known as Trust No. 082103 as to Parcel 1;

First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Co., Inc., as trustee under agreement dated August 23, 2005 and known as Trust No. 082305 as to Parcel 2; and

First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Company, as trustee under the Trust Agreement dated June 10, 2005 and known as Trust No. 061005 as to Parcel 3 (referred to below as "Grantor") and CENTIER BANK, whose address is 600 E. 84th Avenue, Merrillville, IN 46410 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in LAKE County, State of Indiana:

Parcel 1: Lots 1, 2, and 3 in Purdue Research Foundation Subdivision, Phase 1, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 94 page 25, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot 3 in Resubdivision of Lot 1, Block 2 and Lot 2, Block 3, in Plum Creek Village Commercial Addition, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 80 page 86, in the Office of the Recorder of Lake County, Indiana.

Parcel 3: Lot 1 in the Resubdivision of Lot 3 of Block 3 of Plum Creek Village Commercial Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 81 page 45, in the Office of the Recorder of Lake County, Indiana.

The Property or its address is commonly known as 9999 DELAWARÉ, CROWN POINT, IN 46307, 600 EAST 101ST AVENUE, CROWN POINT, IN 46307, 10101 DELAWARE, CROWN POINT, IN 46307, 222 INDIANAPOLIS BOULEVARD, SCHERERVILLE, IN 46375 AND 322 INDIANAPOLIS BOULEVARD, SCHERERVILLE, IN 46375.

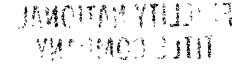
CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

**FUTURE ADVANCES.** In addition to the Note, this Assignment secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower or Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Assignment or otherwise, however, in no event shall such future advances (excluding interest) outstanding at any time exceed in the aggregate \$18,614,400.00. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment, or any other amounts expended by Lender on Borrower's or Grantor's behalf as provided for in this Assignment

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2)

FIDELITY NATIONAL TITLE COMPANY 92012-3001

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PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE

**FOLLOWING TERMS:** 

commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or

Lender takes or fails to take under this Assignment realizing upon the Property Borrower agrees to remain liable under the Note with Lender no matter what action Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in informed about the Property Borrower waives any defenses that may arise because of any action or inaction of Feuget takes in connection with this Assignment Borrower assumes the responsibility for being and keeping BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction

collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding control of and operate and manage the Property and collect the Rents, provided that the granting of the right to provided below and so long as there is no default under this Assignment, Grantor may remain in possession and of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents,

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that

claims except as disclosed to and accepted by Lender in writing Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and

convey the Rents to Lender

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in

the Rents except as provided in this Assignment

hereby given and granted the following rights, powers and authority no default shall have occurred under this Assignment, to collect and receive the Rents For this purpose, Lender is LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though

Assignment and directing all Rents to be paid directly to Lender or Lender's agent Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this

recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the proceedings necessary for the protection of the Property, including such proceedings as may be necessary to from the tenants or from any other persons liable therefor, all of the Rents, institute and carry on all legal Enter the Property, Lender may enter upon and take possession of the Property, demand, collect and receive

taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing the Property in proper repair and condition, and also to pay all Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in

affecting the Property Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and

ou anch conditions as Lender may deem appropriate

name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's

Grantor for the purposes stated above appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem

specific act or thing Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that

Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid not applied to such costs and expenses shall be applied to the Indebtedness All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Grantor's account and Lender may pay such costs and expenses from the Rents Lender, in its sole discretion, shall determine the application of any and all Rents received by it, however, any such Rents received by Lender which are APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property Any termination fee required by law shall be paid by Grantor, if permitted by applicable law

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will. (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (1) the term of any applicable insurance policy, or. (2) the remaining term of the Note, or. (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment

Payment Default. Borrower fails to make any payment when due under the Indebtedness

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor

Default on Other Payments: Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives. Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Insecurity. Lender in good faith believes itself insecure

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower

would be required to pay

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Psyments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the tenants are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law Lender's right to the apparent value of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from exceeds the Indebtedness by a substantial amount.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies

Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its inferest or the enforcement of its rights shall become a part of the indeptedness payable on demand and shall necessary at the More rate from the date of the expenditure until repaid Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law Grantor also will pay any court costs, in addition to all other sums provided by law

WISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Indiana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the

courts of Lake County, State of Indiana

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall means that each Grantor signing below is responsible for all obligations in this Assignment

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only They are not to be used to interpret or define the provisions of this are for convenience purposes only They are not to be used to interpret or define the provisions of this

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with

that provision or any other provision of this Assignment No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness

Time is of the Es sence. Time is of the essence in the performance of this Assignment

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code.

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time

Borrower. The word "Borrower" means Borrower

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default"

**Event of Default**. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment

**Grantor.** The word "Grantor" means First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Co , Inc , as trustee under agreement dated August 21, 2003 and known as Trust No 082103 as to Parcel 1.

First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Co , Inc , as trustee under agreement dated August 23, 2005 and known as Trust No 082305 as to Parcel 2, and

First National Bank of Illinois as successor trustee to Great Lakes Title and Trust Company, as trustee under the Trust Agreement dated June 10, 2005 and known as Trust No 061005 as to Parcel 3

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses



Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as

Note. The word "Note" means Promissory Note dated August 28, 2012 in the original amount of \$4,873,640 00. Promissory Note dated Promissory Note dated

indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this

payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure,

Specifically, without limitation,

existing, executed in connection with the Indebtedness

described in the "Assignment" section of this Assignment

August 28, 2012 in the original amount of \$1,402,700 00

Assignment

Lender. The word "Lender" means CENTIER BANK, its successors and assigns

together with interest on such amounts as provided in this Assignment

FIRST NATIONAL	BANK OF	ILLINOIS AS	SUCCES	SOR TRUSTEE TO	<b>)</b>				
FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST CO., INC. AS TRUSTEE UNDER									
AGREEMENT DATED AUGUST 21, 2003 AND KNOWN AS TRUST NO. 082103 AS TO PARCEL 1 SEE SIGNATURE SHEET ATTACHED HERETU									
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Public, personally	appeared Si	EE ATTACHE	D SIGNAT	URE PAGE,	of				
FIRST NATIONAL INC AS TRUSTER	BANK OF IL	LINOIS AS SI	JCCESSOR ATED AUG	TRUSTEE TO GRE	EAT LAKES TITLE AND TRUST CO., KNOWN AS TRUST NO. 082103 AS				
TO PARCEL 1, and	known to m	ie to be an au	thorized trus	stee or agent of the	frust that executed the ASSIGNMENT				
OF RENTS and ack	nowledged tl	ne Assignmen	to be the fr	ee and voluntary act	and deed of the trust, by authority set				
stated that he or sh	e is authorize	by authority o	า รเลเนเe, เo this Assignn	r τne uses and purp nent and in fact exec	oses therein mentioned, and on oath cuted the Assignment on behalf of the				
trust			Ū		and the state of t				
Ву				Residing at					
Notary Public	in and	for the	State	Му	commission				
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COUNTY OF					)				
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Public, personally	appeared St	E ATTACHE	D SIGNAT	URE PAGE,	of				
FIRST NATIONAL I	BANK OF ILI	LINOIS AS SU	JCCESSOR	TRUSTEE TO GRE	AT LAKES TITLE AND TRUST CO.,				

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON AUGUST 28, 2012.

**GRANTOR:** 

INC., AS TRUSTEE UNDER AGREEMENT DATED AUGUST 23, 2005 AND KNOWN AS TRUST NO. 082305 AS TO PARCEL 2, and known to me to be an authorized trustee or agent of the trust that executed the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust

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	Residing at			Ву
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executed the Assignment on	this Assignment and in fact	horized to execute	he or she is auti	and on oath stated that
any act and deed of the trust, purposes therein mentioned,	nent to be the free and volunt y of statute, for the uses and	edged the Assignments of authorit	the trust docume	PASSIGNMENT OF REN
the trust that executed the	To inge or agent of	ne to be an auth	uq kuown to m	AS TO PARCEL 3, a
WN AS TRUST NO. 061005	D JUNE 10, 2005 AND KNO	REEMENT DATE	EE UNDER AGI	COMPANY, AS TRUST
ON TRUST TITLE AND TRUST	URE PAGE, TO GREAT I	ACHED SIGNAT	TTA 338 bease	Public, personally appe
me, the undersigned Notary			day of	On this
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<b>SS</b> (				
(				STATE OF
	WLEDGMENT	RUST ACKNC	L	
	expires			jo
commission	My	etate State	and for	Motary Public in
	Residing at	<del></del>		γa

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED AUGUST 21, 2003, CREATING TRUST NO. 082103 AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF. THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS VP & TRUST OFFICER AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS SR. VP & SR. TRUST OFFICER THIS 28TH DAY OF AUGUST, 2012.

FIRST NATIONAL BANK OF ILLINOIS,

AS TRUSTEE AFORESAID AND NOT PERSONALLY.

BY: Bresnahan, VP & TRUST OFFICER

ATTEST:

ichard Mothemmachen RICHARD M. SCHUMACHER, SR. VP & SR. TRUST OFFICER

NOT OFFICIAL!

STATE OF ILLINOIS )

COUNTY OF COOK

sThis Document is the property of the Lake County Recorder!

I THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT ROBERT T. BRESNAHAN, VP & TRUST OFFICER OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND RICHARD M. SCHUMACHER, SR. VP & SR. TRUST OFFICER OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH VP & TRUST OFFICER AND SR. VP & SR. TRUST OFFICER, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SR. VP & SR. TRUST OFFICER DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28TH DAY OF AUGUST, 2012

OFFICIAL SEAL JEANINET BERKOWITCH NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXPIRES 10/11 12

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED AUGUST 23, 2005, CREATING TRUST NO. 082305 AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS VP & TRUST OFFICER AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS SR. VP & SR. TRUST OFFICER THIS 28TH DAY OF AUGUST, 2012.

> FIRST NATIONAL BANK OF ILLINOIS, TRUSTEE AFORESAID AND NOT PERSONALLY.

BY: Robert T. Bresnahan, VP VP & TRUST OFFICER

ATTEST:

RICHARD M. SCHUMACHER, SR. VP & SR. TRUST OFFICER

yland Willmader

NOT OFFICIAL!

STATE OF ILLINOIS )

COUNTY OF COOK

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I THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT ROBERT T. BRESNAHAN, VP & TRUST OFFICER OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND RICHARD M. SCHUMACHER, SR. VP & SR. TRUST OFFICER OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH VP & TRUST OFFICER AND SR. VP & SR. TRUST OFFICER, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THE SR. VP & SR. TRUST OFFICER DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28TH DAY OF AUGUST, 2012.

OFFICIAL SEAL

JEANINE T BERKOWITCH NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 10/11 12

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED JUNE 10, 2005, CREATING TRUST NO. 061005 AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

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FIRST NATIONAL BANK OF ILLINOIS,
AS TRUSTEE AFORESAID AND NOT PERSONALLY.

BY: ROBERT T. BRESNAHAN, VP & TRUST OFFICER

Ryliaid Whimpelin

RICHARD M. SCHUMACHER, SR. VP & SR. TRUST OFFICER

NOT OFFICIAL!

STATE OF ILLINOIS )

COUNTY OF COOK

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GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28TH DAY OF AUGUST, 2012

OFFICIAL SEAL JEANINE T BERKOWITCH NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 10/11 12