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MICHAEL B. BROWN
RECORDER

ASSIGNMENT OF RENTS AND LEASES

STATE OF INDIANA

COUNTY LAKE

This Assignment of Rents and Leases is made as of the 12th day May, 2014, from **TJ & JEETA PETROLEUM INC., an Indiana corporation**, (hereinafter called "Assignor"), to **THE MINT NATIONAL BANK** (hereinafter called "Assignee"), among other things, for the purpose of securing that certain Promissory Note of even date herewith in the original principal sum of \$588,000.00 made under SBA Loan No. GP 66307150-05.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignor to Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns and absolutely transfers to Assignee all rent, issues, profits, royalties, leases, income and other benefits derived from that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Premises") with respect to all leases and subleases of the Premises or any portion thereof now or hereafter existing or entered into, together with all guarantees, modifications, extensions and renewals thereof (the "Rents"), including but not limited to that certain Lease or Schedule of Leases, attached hereto as Exhibit "B". Prior to a foreclosure by Assignee of any lien which Assignee may hold covering the Premises, this absolute assignment of the Rents is not intended to constitute payment to Assignee, unless Assignee terminates Assignor's license to collect the Rents, and then only to the extent that the Rents are actually received by Assignee as opposed to constituting a portion of the voluntary payments of principal and interest on the loan documents (hereinafter defined) and are not used for the operation or maintenance of the Premises or for the payment of costs and expenses in connection therewith, taxes, assessments, water charges, sewer, utilities and other charges levied, assessed or imposed against the Premises or any part thereof, insurance premiums, costs and expenses with respect to any litigation affecting the Premises, the leases and the rent, any wages and salaries of employees, commissions of agents and attorneys' fees. This Absolute Assignment of Rents and Leases is not intended to, and shall not, subsequent to a foreclosure of any lien which Assignee may hold covering the Premises, constitute payment to Assignee.

In connection with and as part of this absolute assignment, Assignor hereby makes the following grants, covenants, agreements, representations and warranties:

1. Assignee shall have the absolute right, power and authority to take any and all actions which Assignee deems necessary or appropriate in connection with (a) entering upon, taking possession of and operating the Premises; (b) leasing all or any part of the Premises; and (c) collecting all or any of the Rents and enforcing the rights of the lessor under any of the leases, including without limitation, bringing, prosecuting, defending or settling legal proceedings against tenants. Notwithstanding anything herein to the contrary, Assignee shall not be obligated to perform or discharge, and Assignee does not undertake to perform or discharge any obligation, duty or liability with

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respect to the leases or the Rents under or by reason of this absolute assignment. This absolute assignment shall not operate to place responsibility for the control, care, maintenance or repair of the Premises upon Assignee, or to make Assignee responsible or liable for any waste committed on the Premises by any tenant or any other person, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises.

2. Assignee shall have the right, power and authority to use and apply any Rents received hereunder, (a) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Assignee hereunder, and collecting any Rents; and (b) for the payment of any indebtedness owing by Assignor to Assignee. Assignee shall have the right, but not the obligation, to use and apply any Rents received hereunder for the operation and maintenance in connection therewith, taxes, assessments, water charges, sewer rents and other charges levied, assessed or imposed against the Premises or any part thereof, insurance premiums, costs and expenses with respect to any litigation affecting the Premises, the leases and the rent, and wages and salaries of employees, commissions of agents and attorneys' fees. The exercise or non-exercise by Assignee of the rights granted under this absolute assignment or the collection and application of Rents by Assignee shall not be a waiver of any default by Assignor under any note, deed of trust, security agreement, financing statement or fixture filing or other documents relating to any indebtedness by Assignor to Assignee (the "loan documents"). Subject only to the provisions of paragraph 7 hereof, no action or failure to act by Assignee with respect to any of the obligations of Assignor evidenced by the loan documents to any security or guarantee given for the payment or performance thereof, or to any other document or instrument evidencing or relating to such obligation shall in any manner affect, impair or prejudice any of Assignee's rights and privileges under this absolute assignment or discharge, release or modify any of Assignor's duties or obligations hereunder. Assignee need not take possession of the Premises in order for this absolute assignment to be effective or to enable the Assignee to enforce the terms and provisions hereof.

3. Assignor and Assignee are each represented by competent counsel and are aware of the legal effects of this absolute assignment. This Absolute Assignment of Rents and Leases is intended by Assignor and Assignee to create, and shall be construed to create, an absolute assignment to Assignee and not an assignment as security for the performance of the obligations evidenced by the loan documents or any other indebtedness of Assignor. It is further the intent of Assignor and Assignee hereunder that the Rents hereby absolutely assigned are no longer, during the term of this absolute assignment, property of Assignor property or any estate of Assignor as defined by 11 U.S.C. paragraph 541, and shall not constitute collateral, cash or otherwise, of Assignor. The term Rents as used herein shall mean the gross capital rents without deduction or offset of any kind.

4. Assignor shall retain a revocable license to collect and receive the Rents as the agent of Assignee and to retain, use and enjoy such Rents provided that such revocable license shall ipso facto terminate without further action by Assignee and without notice to Assignor upon the occurrence of an event of default as defined in any note, deed of trust, security agreement, financing statement, fixture filing or other loan documents given to Assignee by Assignor in connection with any indebtedness or obligation of Assignor to Assignee. Unless and until such license is so revoked, Assignor agrees to apply the Rents to the payment of obligations currently due and owing to Assignee and then to the payment of taxes, assessments, water rates, sewer rents and to operation and maintenance charges relating to the Premises which are due and payable at the time of collection of such Rents before using such Rents for any other purpose. Assignor shall (a) observe and perform faithfully every obligation which Assignor is required to perform under the leases; (b) enforce or secure the performance of, at its sole cost and expense, every obligation to be performed by the landlord under the leases; (c) promptly give notice to Assignee of any notice of default received by Assignor from any lessee under the leases, together with a copy of such notice; (d) not collect any Rents in advance of the time when the same shall be due, or anticipate any payments under any of the leases, except for bona fide security deposits not in excess of an amount equal to two (2) months rents; (e) not purport or attempt to further assign any of the leases or the Rents; (f) except with Assignee's prior written consent, not waive, condone, or in any manner

discharge any tenants from their obligations under the leases; (g) except with Assignee's prior written consent and in the ordinary course of business, not cancel, abridge or accept surrender or termination of any of the leases until Assignor shall have entered into a lease for the space to be vacated as a result thereof upon terms (including, without limitation, rentals, and term) at least as favorable to Assignor, commencing within thirty (30) days after such cancellation, abridgement, surrender or termination; (h) except with Assignee's prior written consent, not modify or amend, by sufferance or otherwise, any of the leases or any of the terms, provisions or covenants thereof, other than in the ordinary course of business and in a manner which will not decrease the value of the Premises; (i) comply with all laws, rules, orders, ordinances and requirements of all governmental authorities relating to the Premises; (j) at the request of Assignee, deliver copies of leases to Assignee; and (k) appear in and defend against, at Assignor's sole cost and expense, any action or proceeding arising under, and in any manner connected with the leases, the Rents or the obligations, duties or liabilities of the lessor, tenants or guarantors thereunder.

5. This assignment shall continue in full force and effect until (a) all sums due and payable under the loan documents shall have been fully paid and satisfied, together with any and all other sums which may become due and owing under this absolute assignment and (b) all other obligations of Assignor under the loan documents have been satisfied. At such time as this absolute assignment and the authority and power herein granted by Assignor to Assignee shall cease and terminate, Assignor shall assume payment of all unmaturing or unpaid charges, expenses or obligations incurred or undertaken by Assignee, if any, in connection with the management of the Premises.

6. Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney in fact, as the agent for and on behalf of Assignor to collect and receive the Rents and to retain, use and enjoy the Rents in the manner and priority set forth above. Assignor hereby irrevocably constitutes and appoints Assignee its true and lawful attorney in fact to undertake and execute any and all of the rights or powers described herein with the same force and effect as if undertaken or executed by Assignor, and Assignor hereby ratifies and confirms any and all things done or omitted to be done by Assignee, its agents, servants, employees or attorneys in, to or about the Premises.

7. Assignee shall not be in any way liable to Assignor for any act done or anything omitted to be done to the Premises, the leases or the Rents by or on behalf of Assignee in good faith in connection with the absolute assignment, except for the consequences of its own gross negligence. Assignee shall not be liable for any act or omission of its agents, servants, employees or attorneys, unless attributable to such party's gross negligence. Assignee shall be accountable to Assignor only for monies actually received by Assignee pursuant to this absolute assignment.

8. Assignor shall indemnify and hold Assignee harmless from and against any and all liability, loss, damage, cost or expense including attorney's fees, which it may incur under any of the leases, or with respect to the absolute assignment or any action or failure to act of Assignee hereunder and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions of any of the leases or with respect to any Rents unless such liability, loss, damage, cost or expense shall be as a result of the gross negligence of Assignee. In the event that Assignee incurs any such liability, loss, damage, cost or expense, the amount thereof, together with interest thereon from the date such amount was suffered or incurred by Assignee until the same is paid by Assignor to Assignee at the maximum rate permitted by applicable law, shall be payable by Assignor to Assignee immediately upon demand, or at the option of Assignee, Assignee may reimburse itself therefor out of any Rents collected by Assignee.

9. Upon request of Assignee, Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem necessary or convenient to effect this absolute assignment and the covenants of Assignor contained herein. Assignor shall cause such further instruments to be recorded in such manner and in such places as may be required by Assignee.

10. All of the representations, warranties, covenants, agreements and provisions of this absolute assignment by or for the benefit of Assignee shall bind and inure to the benefit of its successors and assigns.

11. This assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. This assignment shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Assignor and Assignee have caused this agreement to be duly executed and delivered on the date first above written.

ASSIGNOR:
TJ & JEETA PETROLEUM INC.
an Indiana corporation

By: Teja S Narang
Teja S. Narang, President

STATE OF MICHIGAN §
COUNTY OF Kalamazoo §

THIS INSTRUMENT was acknowledged before me on this 12 day of May, 2014 by Teja S. Narang, as President of TJ & JEETA PETROLEUM INC., an Indiana corporation, for the purposes and consideration and in the capacity therein expressed.

Brenda Moore
Notary Public State of Michigan
St. Joseph County
acting in Kalamazoo County
My commission expires 8-9-2019

NOTARY PUBLIC, STATE OF MICHIGAN

After recordation, please return to:
McCrary & Clark, LLP
Attorneys at Law
19500 SH 249, Suite 355
Houston, Texas 77070



EXHIBIT "A"
(Legal Description)

Parcel 1:

Lots 25 and 26, Block 6 Oak Park Addition, as recorded in the Offices of the Lake County Recorder.

Address:

2395 Broadway

Parcel 2:

Lots 27 and 28 in Block 6 (except that part in rear taken for alley purposes) Chicago-Tolleston Land and Investments Company's Oak Park Addition to Tolleston, in the City of Gary, in Lake County, Indiana.

Address:

2381-87 Broadway

