

ASSIGNMENT OF LEASE and LANDLORD'S CONSENT

This Assignment of Lease and Landlord's Consent is entered into among the following parties:

Dennis G. Nowaczyk Jr. and Amy K. Nowaczyk ("Borrower") whose address is:
1935 S. Feather Rock Dr., Crown Point, IN 46307 and
The Federal Savings Bank ("Lender") whose address is:
8250 Haverstick Road Suite 205, Indianapolis, IN 46240 and
Cedar Lake Ministries, Inc. ("Landlord"), whose address is P.O. Box 665, 13701 Lauerman St,
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 State of America.

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 from time to time.

Borrower. The word "Borrower(s)" means: **Dennis G. Nowaczyk Jr. and Amy K. Nowaczyk**

Collateral. 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:

13701 Lauerman Street Unit 65 (Lot 65 and Outlot 65), Cedar Lake, IN 46303

Leasehold improvements being one (1) cottage hereinafter referred to as "Collateral".

Landlord. The word "Landlord" means CEDAR LAKE MINISTRIES. 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.

Lease. The word "Lease" means that certain lease of the Premises between Landlord and Borrower. The Lease will be recorded post-closing.

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Lender. The word "Lender" means: **The Federal Savings Bank**

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 Street, Lot 65 and Outlot 65, Cedar Lake, Indiana 46303**, and legally described as:

Lot 65 and Outlot 65 as described and laid down upon that certain planned unit development (PUD) to the Town of Cedar Lake owned and held by Lessor, described and depicted on the subdivision plat recorded with the Lake County Recorder's Office of Document Number 2016 006066 of January 27th, 2010 and known as Cedar Lake Ministries Second Resubdivision.

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 Ministries 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.

PROPERTY TAXES. All parties agree that Landlord will be responsible for payment of the Property Taxes to the local tax agency. Property taxes will **NOT** be paid by the Lender.

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LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is not 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 within 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 extent 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 **Indiana**. 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 **limitation** 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 terms.

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I affirm, under the penalties for perjury, that I have taken reasonable care to protect each Social Security number in this document, unless required by law. EMILY KURCZYNSKI

This Agreement is dated this 10th day of October, 2024.

Borrower: *Dennis G. Nowaczyk* Dennis G. Nowaczyk Jr
Signed Name Printed Name

Borrower: *Amy K Nowaczyk* Amy K Nowaczyk
Signed Name Printed Name

Landlord: CEDAR LAKE MINISTRIES

Landlord: *Lindsey Hoelter* Lindsey Hoelter
Signed Name Printed Name

Landlord: *Kelly Dykstra* Kelly Dykstra
Signed Name Printed Name

Lender: _____

By: _____

Before the undersigned, a Notary Public for the above County and State, personally appeared both parties aforementioned, and they being first sworn by me upon oath, state that the facts alleged in the foregoing instrument are true.

Signed and sealed this 10th day of October, 2024.

Notary Public Printed Name: Michael John Quirk
Signature: *Michael John Quirk*

Michael John Quirk
Notary Public Seal State of Indiana
Lake County
Commission # 11P127162
My Commission Expires 11/28/2029

My Commission Expires: 11/28/2029

County of Residence: Lake

Before the undersigned, a Notary Public for the above County and State, personally appeared both parties aforementioned, and they being first sworn by me upon oath, state that the facts alleged in the foregoing instrument are true.

Signed and sealed this 11 day of October, 2024.

Notary Public Printed Name: Emily Kurczynski
Signature: *Emily Kurczynski*

My Commission Expires: 3/26/2026

County of Residence: Lake

This Document was prepared by: Kerry DeVries

EMILY KURCZYNSKI
Notary Public - Seal
Lake County - State of Indiana
Commission Number 711848
My Commission Expires Mar 26, 2026