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Loan No. 83-190-E

SPECIFIC  
ASSIGNMENT OF RENTS AND LEASES  
WITH LESSEES' CONSENT

STATE OF ILLINOIS  
JAN 13 1984  
LAKELAND COUNTY  
FILED  
MERRILLVILLE HEALTH  
WILLIAMSON  
REC'D  
JAN 13 1984  
MERRILLVILLE HEALTH  
REC'D

THIS ASSIGNMENT is made as of December 27, 1983 by: MERRILLVILLE HEALTH CENTER ASSOCIATES, LTD., an Indiana limited partnership whose mailing address is c/o Mr. Robert W. Christoph, 730 N. Hicks Rd.,

Patinoe, IL 60067 (hereinafter called "Borrower") to Abacus Mortgage Investment Company, a Delaware corporation whose mailing address is 115 S. LaSalle St., Suite 1300, Chicago, Illinois 60603 (hereinafter called "Assignee"). Borrow is hereinafter sometimes called "Assignor."

WITNESSETH

which lease is more particularly described in Exhibit B attached hereto and made a part hereof

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under ~~all present leases of the~~ Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") ~~(including those leases described on the SCHEDULE OF LEASES (if any) attached hereto and made a part hereof)~~ together with all future leases hereinafter entered into by any lessor affecting the premises, and all guarantys, amendments, extensions and renewals of said lease and each of them (all of which are hereinafter collectively called the "Lease") and all rents, income and profits which may now or hereafter be or become due or owing under the Lease and each of them, or on account of the use of the Premises.

a portion of

This Assignment is made for the purpose of securing:

- A. The payment of the indebtedness (including any extensions and renewals thereof) evidenced by a certain PROMISSORY NOTE of Borrower of even date herewith in the principal sum of \$2,900,000.00 ("Note") and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") of Borrower of even date herewith, encumbering the Premises; and
- B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and all other instruments constituting security for the Note; and
- C. The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage, and in all other instruments constituting security for the Note. \*the Building Loan Agreement, of even date herewith Assignor covenants and agrees with Assignee as follows: between Borrower and Assignee (the "Loan Agreement")

- 1. ~~That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto).~~
- 2. That the sole ownership of the entire landlords' interest in the Lease is vested in Borrower. Borrower has not and shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or ~~any of the Lease~~ except an assignment or pledge securing the indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.
- 3. That the Lease listed on Exhibit B ~~(if one is attached hereto)~~ is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.
- 4. That ~~any of the Lease~~ shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee.
- 5. That there is no default now existing under ~~any of the Lease~~ and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under ~~any of the Lease~~; and that Assignor will fulfill and perform each and every covenant and condition of ~~each of the Leases~~ by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforces (short of termination of ~~any of the Lease~~) the performance and observance of each and every covenant and condition of ~~all such Leases~~ by the tenants thereunder to be performed and observed.
- 6. That Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under ~~any of the Lease~~ on the part of the landlord, together with a complete copy of each such notice.
- 7. That ~~each of the Lease~~ shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under ~~any of the Lease~~.
- 8. That, without Assignee's prior written consent in each case, Assignor will not suffer or permit ~~any of the Lease~~ to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.
- 9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Note (or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises Lease.
- 10. That if any event of default occurs at any time under the Note, Mortgage ~~or any other instrument constituting additional security for the Note~~, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises ~~and under any of the Lease~~; ~~and thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).~~ Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).
- 11. That Borrower hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor (from and after the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Borrower or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. ~~All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Lease. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.~~

The tenant under the Lease is.

For Mts See Doc # 71234

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

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14.00

(including, without limitation, the portion thereof covered by the Lease)

12. That after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor and each of them relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times (after service of a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises, and to payment of all indebtedness and liability of Borrower to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises, or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Borrower to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

13. That Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

portion of the

14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Lease, or by reason of this Assignment, and from 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 term, covenant or agreement contained in any of the Leases.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases, 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, resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness secured hereby. covered by the Lease

17. That Assignee may, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable.

18. That waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The term "Assignor," "Assignee," and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

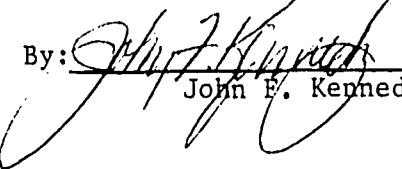
MERRILLVILLE HEALTH CENTER ASSOCIATES,  
LTD., an Indiana limited partnership

By:   
Robert W. Christoph

By:   
Rufus S. Hoefler

THIS INSTRUMENT PREPARED BY:

James L. Beard, Esq.  
RUDNICK & WOLFE  
555 Skokie Blvd.  
Suite 525  
Northbrook, IL 60062

By:   
John F. Kennedy

Being all of the general partners  
of Merrillville Health Center  
Associates, Ltd.

EXHIBIT A

THE PREMISES

THE WEST 516 FEET OF THE NORTH 733.33 FEET OF THE NORTHWEST  
QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35  
NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

EXHIBIT B

THE LEASE

<u>TENANT</u>	<u>DATE OF LEASE</u>	<u>TERM</u>	<u>ANNUAL RENT</u>
MHC Health Services, Inc.	December 27, 1983	1/11/84 to 12/31/88	Greater of: (a) \$240,000.00 and (b) 30% of Tenant's gross operat- ing revenues

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

LESSEE'S CONSENT TO ASSIGNMENT

The undersigned ("Lessee") as the Lessee under the Lease referred to above, hereby consents to the foregoing Assignment by Assignor and accepts and agrees to be bound by all of the terms thereof, notwithstanding any terms to the contrary in the Lease. Lessee hereby expressly agrees that, in the event Lender exercises its rights under the foregoing Assignment, by delivery of written notice to Lessee of such exercise at Lessee's address for notice set forth in the Lease, Lessee will (a) attorn to Assignee and recognize Assignee as the Lessor under the Lease, irregardless of any instruction or request from Assignor to the contrary; (b) pay to Assignee all amounts due under the Lease, including base rent, percentage rent, tax deposits and insurance deposits; and (c) perform all obligations of Lessee under the Lease for the benefit of Lessor, notwithstanding any claim, defense, right of setoff or counterclaim which Lessee may have against Assignor. Lessee agrees that, without the prior written consent of Assignee, Lessee will not assist, join in, suffer or permit:

(i) the amendment, extension, renewal, modification or termination of the Lease;

(ii) the payment of rent under the Lease for more than one month's installment in advance;

(iii) the waiver, reduction, release, discount, compromise or discharge of any amount due under the Lease; or

(iv) the assignment, transfer, pledge, conveyance or encumbrance of the interests of either Assignor or Lessee under the Lease.

However, it is expressly understood that Assignee neither assumes nor has any obligation to Lessee to exercise its rights under the foregoing Assignment or to declare a default under the Mortgage, but that the option to exercise such rights or declare a default rests in the sole and absolute discretion of Assignee. At the date hereof, Lessee represents it has no counterclaim, right of setoff, defense or like right against Assignor and that the Lease is in full force and effect. Lessee further agrees that in the event Assignee exercises its rights under the foregoing Assignment, Assignee shall not be:

(a) liable for any act or omission of any prior landlord (including Assignor);

(b) subject to any offsets or defenses which Lessee might have against any prior landlord (including Assignor);

(c) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior landlord (including Assignor); or

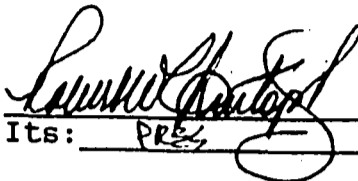
(d) bound by and amendment or modification of the Lease made without the consent of Assignee subsequent to the date hereof.

In addition to the foregoing, Lessee agrees that it will not terminate the Lease or abandon the demised premises covered by the Lease for any reason, including but not limited to Assignor's failure to perform under the Lease, or the untenability of the portion of said demised premises,

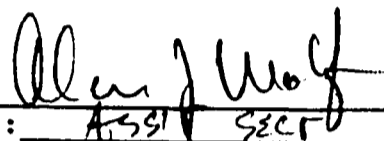
without giving at least thirty (30) days written notice to Assignee of such intention to terminate or abandon said demised premises, in order that Assignee may exercise its rights as set forth in the Assignment.

LESSEE:

MHC SURGICAL CENTER, INC., an Indiana corporation

By:   
Its: PRES

ATTEST:

By:   
Title: ASSIST SECY

The undersigned ("Guarantor") as the Guarantor of the Lease referred to above pursuant to that certain Guaranty of Lease (the "Guaranty") dated December 27, 1983, given by Guarantor to Assignee, hereby consents to and approves the foregoing Assignment and Lessee's Consent to Assignment and agrees that all of Guarantor's obligations with respect to the Lease remain in full force and effect and are unimpaired by the foregoing Assignment and Lessee's Consent to Assignment. Furthermore, Guarantor represents to Assignee that, as of the date hereof, the Guaranty is in full force and effect and that Guarantor has no defenses against Lessee with respect to the enforcement of the Guaranty.

In the event Assignee exercises its rights under the Assignment, (i) Guarantor agrees that it will recognize Assignee as Lessor under the Lease, (ii) Assignee shall not be subject to any defenses Guarantor may have against Lessee and (iii) the Guaranty will remain in full force and effect for the benefit of Assignee.

GUARANTOR:

  
Robert W. Christoph

  
Rufus S. Hoefer

  
John F. Kennedy

Being all of the shareholders of  
MHC Surgical Center, Inc.

STATE OF Ill )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT W CHRISTOPH, a GENERAL Partner of MERRIVILLE HEALTH CENTER ASSOCIATES, LTD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of Dec, 1983.

Alan J Wolf  
Notary Public

Commission expires: 7-26-84

STATE OF Ill )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RUFUS S HOFFER, a GENERAL Partner of MERRIVILLE HEALTH CENTER ASSOCIATES, LTD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of Dec, 1983.

Alan J Wolf  
Notary Public

Commission expires: 7-26-84

STATE OF Ill )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERT W CHRISTOPH, a GENERAL Partner of MERRIVILLE HEALTH CENTER ASSOCIATES, LTD personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of Dec, 1983.

Alan J Wolf  
Notary Public

Commission expires: 7-26-84

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

NOTARY PUBLIC  
COOK COUNTY, ILLINOIS

NOTARY PUBLIC  
COOK COUNTY, ILLINOIS