

Katz Randall & Weinberg
200 N. La Salle St
Chgo, Ill

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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

For 934023
cas doc. #

THIS ASSIGNMENT is made as of the 1st day of August, 1987 by and among ULRICH E. MEYER, as Trustee of the Ulrich E. Meyer Revocable Trust under Trust Agreement dated May 25, 1978, and CHARLES D. STEIN, as Trustee of the Charles D. Stein Revocable Trust under Trust Agreement dated January 10, 1979, doing business as MS Partnership, an Illinois general partnership (hereinafter referred to as "Borrower"), whose mailing address is c/o MS Partnership, 820 Calumet Avenue, Munster, Indiana 43621, to and for the benefit of SIGNAL CAPITAL CORPORATION, a Delaware corporation, whose mailing address is Liberty Lane, Hampton, New Hampshire 03842, Attention: General Counsel (hereinafter referred to as "Lender").

W I T N E S S E T H:

WHEREAS, Borrower is the holder and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference incorporated herein, and all improvements thereon (said real estate and improvements are hereinafter referred to collectively as the "Project").

WHEREAS, in connection with a certain loan (the "Loan") made by Lender to Borrower described in the Loan Documents (hereinafter defined), Borrower has concurrently herewith executed and delivered to assignee a certain Secured Promissory Note in the principal amount of ONE MILLION FOUR HUNDRED EIGHTY THOUSAND AND NO/100 (\$1,480,000.00) DOLLARS (said Secured Promissory Note is hereinafter referred to as the "Note") which Note is secured by first mortgage encumbering the Project (hereinafter referred to as the "Mortgage") and by other collateral documents in favor of Lender (the Note, the Mortgage, this Assignment and such other collateral documents are hereinafter collectively referred to as the "Loan Documents").

AUG 20 1987
LITTON BEASTOCK
RECORDER

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Lawrence M. Gritton
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
(312) 807-3800

KRW File No. 4737.1

Handwritten initials and date: 8/22/87

NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming due and payable to Lender under the provisions of the Loan Documents, or any sums secured by said instruments (hereinafter referred to as the "Indebtedness"), and the performance and discharge of each and every obligation covenant and agreement of Borrower herein or arising from the Note and Loan Documents, and also in consideration of TEN AND NO/100 (\$10.00) DOLLARS, the receipt whereof is hereby acknowledged; it is hereby agreed as follows:

1. Assignment Clause. Borrower, intending to be legally bound and in consideration of the making of the Loan, does hereby sell, assign, transfer and set over unto Lender all right, title and interest of Borrower in and to all rents, issues and profits of the Project, including but not limited to all right, title and interest of Borrower, in and to those leases of all or of portions of the Project, as may be listed in Exhibit "B" attached hereto and made a part hereof and any leases which may be hereafter entered into for all or any portion of the Project (hereinafter referred to as the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Borrower and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; however, until notice is sent by Lender to the Borrower in writing that an Event of Default has occurred under the Note or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Project.

2. Representations. Borrower represents and warrants that: (i) there is no Lease in effect with respect to the Project which is not listed on the aforesaid Exhibit "B"; (ii) as of the date of the recording hereof there will be no prior assignment or pledge of the rents assigned hereby or of the Borrower's interest in any of the Leases not specifically approved by Lender; (iii) no default exists in any of the Leases 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 Leases; (iv) Borrower 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 Borrower, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants ("Tenants") thereunder to be performed and observed; (v) none of the Leases has been modified or extended except as may be noted in Exhibit "B"; (vi) Borrower is the sole owner of the landlord's interest in the Leases; (vii) the Leases are

EXHIBIT "A"

PARCEL 1: Lot 1, Meyer's Addition to the Town of Munster, Indiana, as shown in Plat Book 40, page 69 and as amended by Corrected Plat recorded November 16, 1972, as Document No. 176388, as shown in Plat Book 42, page 97, in Lake County, Indiana.

PARCEL 2: Lot 1, except the North 162 feet thereof, Meyer's 2nd Addition to the Town of Munster, as shown in Plat Book 43, page 11, in Lake County, Indiana.

EXHIBIT "B"

Lease dated as of December 30, 1986 between Ulrich E. Meyer, Trustee of the Ulrich E. Meyer Revocable Trust under Trust Agreement dated May 25, 1978, and Charles D. Stein, Trustee of the Charles D. Stein Revocable Trust dated January 10, 1979, as Lessor, and Carpetland USA, Inc., as Lessee, as amended by Amendment to Lease dated as of May 1, 1987.

valid and enforceable in accordance with their terms; and (viii) no prepayment of any installment of rent (other than security deposits) for more than one (1) month due under any of the Leases has been received by Borrower.

3. Negative Covenants of Borrower. Borrower will not, without Lender's prior written consent, (i) execute an assignment or pledge of the rents from the Project or any part thereof, or of the Borrower's interest in any of the Leases, except to Lender; (ii) materially modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents (other than security deposits) to become due under any of the Leases for more than one (1) month; (iv) execute any Lease of all or a portion of the Project; (v) in any manner impair the value of the Project; (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent; or (vii) modify the lease form heretofore delivered to Lender.

4. Affirmative Covenants of Borrower. Borrower on and after title is conveyed to it will at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases, (ii) enforce or secure the performance of all of the material covenants, conditions and agreements of the Leases on the part of the Tenants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Borrower, as Landlord, and of the Tenants thereunder, and pay all costs and expenses of Lender, including reasonable attorneys' fees in any such action or proceeding in which Lender may appear; (iv) transfer and assign to Lender any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Lender upon demand any and all instruments required to effectuate said assignment; (v) furnish to Lender, within ten (10) days after a request by Lender to do so, a written statement containing the names of all Tenants of the Project or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Lender any right to request from the Tenant under any of the Leases a certificate with respect to the status thereof; (vii) furnish Lender promptly with copies of any notices of default which Borrower may at any time forward to any lessee of the Project or any part thereof; and (viii) pay immediately upon demand all sums expended by Lender under the authority hereof, together with interest thereon at the Default Rate provided in the Note.

5. Agreement of Borrower

A. Should Borrower fail to make any payment or to do any act as herein provided for, then Lender, but without obligation so to do, and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of the Borrower in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Borrower.

B. This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Project upon Lender and Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Borrower shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or negligence of Lender. Should Lender incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Borrower shall reimburse Lender therefor with interest at the Default Rate provided in the Note immediately upon demand.

C. Nothing herein contained shall be construed as constituting Lender a "Mortgagee in possession" in the absence of the taking of actual possession of the Project by Lender, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

D. A demand on any Tenant by Lender for the payment of the rent on any Event of Default claimed by Lender shall be sufficient warrant to the Tenant to make future payment of rents to Lender without the necessity for further consent by Borrower.

E. Borrower does further specifically authorize and instruct each and every present and future Tenant of the whole or any part of the Project to pay all unpaid rental agreed upon in any tenancy to Lender upon receipt of demand from Lender to pay the same, and Borrower hereby waives the right, claim or demand it may now or hereafter have against any such Tenant by reason of such payment of rental to Lender or compliance with other requirements of Lender pursuant to this Assignment.

F. Borrower hereby irrevocably appoints Lender as its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Beneficiary, from and after the service of the Notice of any Event of Default, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Project, and at Lender'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 otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Tenants are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such Tenants who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

G. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases, Borrower covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the Indebtedness Lender may elect.

6. Default. Upon, or at any time after, (i) default under the Note or any of the Loan Documents, other than this Assignment, after the passage of any applicable grace or cure period, or (ii) default, other than a default described in the preceding clause (i), for thirty (30) days after written notice from Lender in the performance of any covenant or agreement of Borrower in this Assignment (any of the foregoing defaults being hereinafter referred to as an "Event of Default"), Lender may, at its option,

from and after the Notice and without regard to the adequacy of the security for the Indebtedness, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Project or any part thereof; and do any acts which Lender deems proper to protect the security hereof; and, either with or without taking possession of said Project, in the name of Borrower or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon the balance due under the Loan, and in such order as Lender may determine. Lender reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Project. The entering upon and taking possession of the Project or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any Event of Default under the Loan Documents. Borrower agrees that it will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, promptly execute a written notice to each Tenant directing the Tenant to pay such rent to Lender.

7. Lender's Right to Exercise Remedies. No remedy conferred upon or reserved to Lender in the Loan Documents or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Loan Documents contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Borrower and/or the Project at the sole discretion of Lender. No delay or omission of Lender to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein, and every power and remedy given by this Assignment to Lender may be exercised from time to time as often as may be deemed expedient by Lender.

8. Defeasance. As long as Borrower shall not have defaulted in the payment of the Loan or in the performance of any obligation, covenant, or agreement herein, or in the Loan Documents, Borrower shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Project and to retain, use and enjoy the same. Upon the payment in full of

the Loan, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Lender showing any part of the Loan remaining unpaid with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. Miscellaneous

A. This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

B. The covenants of this Assignment shall bind Borrower, the successors and assigns of Borrower, all present and subsequent encumbrances, Tenants and sub-Tenants of the Project or any part thereof, and shall inure to the benefit of Lender, its successors and assigns.

C. As used herein the singular shall include the plural as the context requires, and all obligations of Trustee and Beneficiary shall be joint and several.

D. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

E. In the event any one or more of the provisions contained in this Assignment or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

F. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

G. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, forwarded by expedited messenger with evidence of delivery, or sent by registered or certified mail to the parties hereto as follows:

If to Mortgagee: Signal Capital Corporation
 Liberty Lane
 Hampton, New Hampshire 03842
 Attn: General Counsel

With a copy to: Arnold Weinberg, Esq.
 Katz Randall & Weinberg
 200 North LaSalle Street
 Suite 2300
 Chicago, Illinois 60601

If to Mortgagor: c/o MS Partnership
 8201 Calumet Avenue
 Munster, Indiana 43621

With a copy to: Charles D. Stein, Esq.
 304 South McCarty Drive
 Beverly Hills, California 90212

or at such other address of which it shall have notified the party giving such notice in writing. Whenever in this Assignment the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

H. The term "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.

10. Exculpation. Notwithstanding anything to the contrary herein contained, it is intended hereby that the Note shall be payable only out of the collateral described in the Loan Documents by enforcement of the provisions contained in the Loan Documents and out of any other property, security or guaranties given for the Loan, and accordingly:

(a) Subject to the provisions of Subsection (b) below, no personal liability shall be asserted or be enforceable against either Borrower, personally or their respective successors and assigns or their separate assets and estates because of or in respect of the Loan or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each holder of the Note from time to time; and

(b) Nothing herein contained shall affect or impair the liability or obligation of any guarantor who by separate instrument shall be or become liable upon or obligated for any of the Loan or any of the covenants or agreements contained in the Loan Documents or any other instrument.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

BORROWER:

Ulrich Meyer

ULRICH E. MEYER, as Trustee of the
Ulrich E. Meyer Revocable Trust
under Trust Agreement dated
May 25, 1978

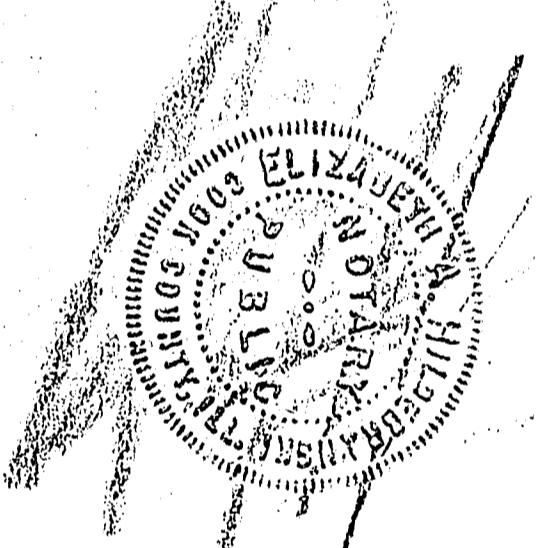
Charles D. Stein

CHARLES D. STEIN, as Trustee of
the Charles D. Stein Revocable
Trust under Trust Agreement dated
January 10, 1979

STATE OF)
)
COUNTY OF)

I, ELIZABETH A. HILDEBRANDSKI, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ULRICH E. MEYER, as Trustee of the Ulrich E. Meyer Revocable Trust under Trust Agreement dated May 25, 1978 and CHARLES D. STEIN, as Trustee of the Charles D. Stein Revocable Trust under Trust Agreement dated January 10, 1979, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of AUGUST, 1987.



E. A. Hildebrandski
Notary Public