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City and Sub: Chicago Title & Trust.
111 W. Washington St.
Chicago, Ill. 60602
A.H.J. Werle

MSR 097060/10057T

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 14th day of June, 1990, between LAKE COUNTY TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated April 24, 1986 and known as Trust Number 3595 (hereinafter called the "Borrower"), and LUTHERAN BROTHERHOOD, a Minnesota corporation (hereinafter called the "Lender").

WITNESSETH:

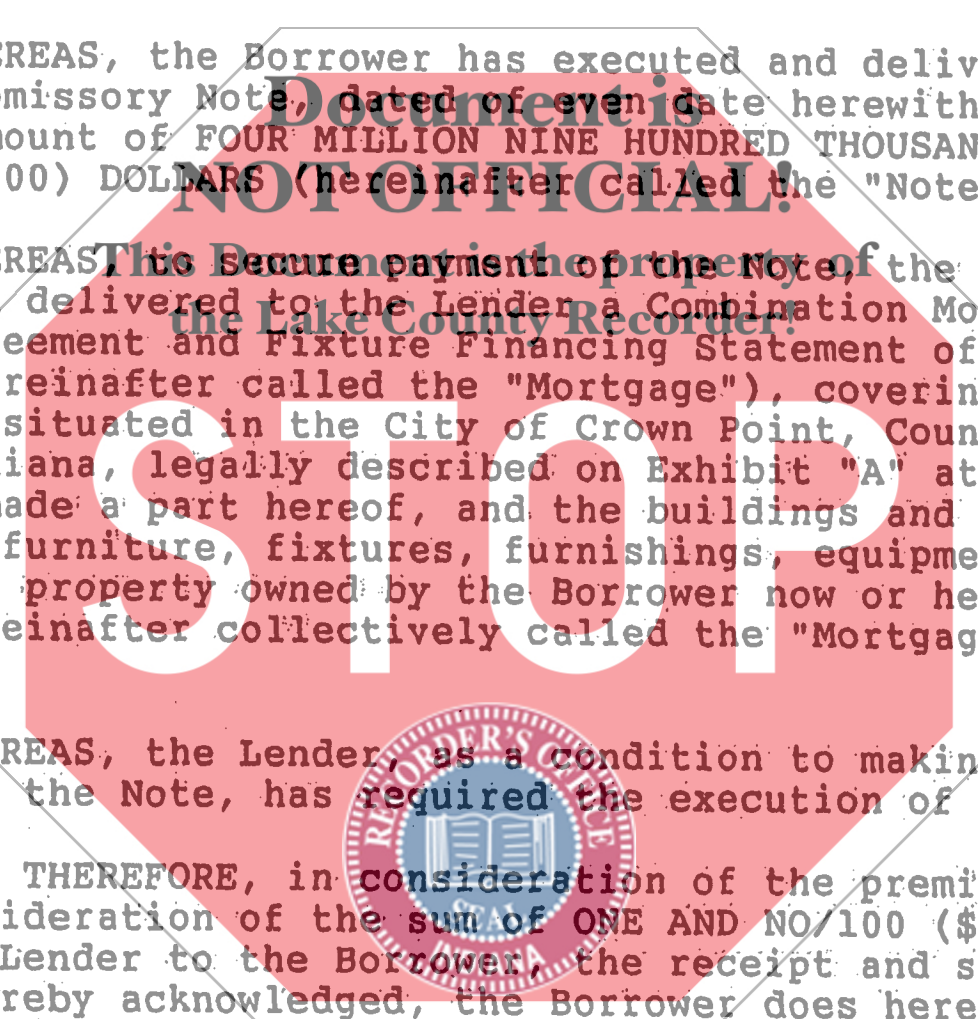
WHEREAS, the Borrower has executed and delivered to the Lender a Promissory Note, dated of even date herewith, in the principal amount of FOUR MILLION NINE HUNDRED THOUSAND AND NO/100 (\$4,900,000.00) DOLLARS (hereinafter called the "Note"); and

WHEREAS, the Borrower has executed and delivered to the Lender a Combination Mortgage, Security Agreement and Fixture Financing Statement of even date herewith (hereinafter called the "Mortgage"), covering, inter alia, real estate situated in the City of Crown Point, County of Lake, State of Indiana, legally described on Exhibit "A" attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (hereinafter collectively called the "Mortgaged Premises"); and

WHEREAS, the Lender, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, assign, set over and deliver to the Lender all of the Borrower's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessee's, licensee's, concessionaire's, tenant's or user's (hereinafter collectively called "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "Leases." In addition to the

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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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foregoing, the Borrower does further hereby grant, transfer, set over and assign to the Lender all of the rents, income, revenues, royalties, issues and profits, including, without limitation, all amounts payable to the Borrower on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto other than the Borrower, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "Rentals"). All of said Leases and Rentals are being hereby granted, transferred, set over and assigned for the purpose of securing:

(1) Payment of all indebtedness evidenced by the Note (including any amendments, extensions or renewals thereof) and all other sums secured by the Mortgage; and

(2) Performance and discharge of each and every obligation, covenant and agreement of the Borrower contained herein, in the Note, in the Mortgage, and in any other instrument which secures or refers to the Note.

A. To protect the security of this Assignment, the Borrower agrees as follows:

1. To promptly, faithfully and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Note, the Mortgage and the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee thereunder, or on the part of any Lessee given by the Borrower thereunder, together with an accurate, complete copy of any such notice; and, at the sole cost and expense of the Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

2. At the Borrower's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Borrower or any Lessee thereunder, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein.

3. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging each and every obligation, covenant and agreement of the Borrower in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay reasonable attorneys' fees (prior to trial, at trial and on appeal). The Borrower hereby grants to the Lender an irrevocable power of attorney to perform all of the acts and things provided for in this section and in section C.2 hereof as the Borrower's agent and in the Borrower's name.

4. To reimburse the Lender, upon demand, for all the sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.

5. Until the indebtedness secured hereby shall have been paid in full, the Borrower covenants and agrees to provide the Lender with executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Lender, upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.

6. The Borrower agrees not to modify, amend, extend, waive or in any manner alter the terms of any Lease or reduce the Rental payable thereunder; not to waive, excuse or condone any default by a Lessee under a Lease; not to in any manner release or discharge any Lessee of or from any obligation, covenant, condition or agreement by said Lessee to be performed under a Lease, including the obligation to pay the Rental called for thereunder in the manner and at the places and times specified therein; not to cancel or terminate the term of any Lease or accept a surrender thereof; and not to enter into any new Lease. The Borrower does by these presents expressly release, relinquish and surrender unto the Lender

all of the Borrower's right, power and authority to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rentals, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, and to enter into any new Lease. Any attempt on the part of the Borrower to exercise any such right, power or authority, without the prior written consent of the Lender, shall be a nullity and shall be a default hereunder.

7. The Borrower agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Lender in writing.

B. The Borrower hereby covenants and represents and warrants to the Lender that:

1. The Borrower has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, title and interest in, to and under the Leases and in the Rentals, or otherwise encumbered the same, except by the Mortgage.

2. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulations, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and provisions hereof, or which would limit the Lender in such operation.

3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrower, for more than one (1) month in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Borrower. The Borrower hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Borrower has not incurred and shall not incur any indebtedness to any Lessee.

4. The Borrower shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rentals.

5. The Leases in existence as of the date of this Assignment, as described in the Rent Roll which is attached hereto as Exhibit "B," are in full force and effect and have not been

amended or modified; and therein no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which have not been cured.

6. The Borrower shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

C. It is mutually agreed that:

1. This is a present, absolute, effective and completed assignment by the Borrower to the Lender of the Leases and Rentals. However, so long as there exists no default or event of default under the Note or the Mortgage, and no default exists in the performance of any obligation, covenant or agreement herein contained, the Borrower shall have a conditional license to collect, but not more than one (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of Impositions (as that term is defined in the Mortgage), insurance premiums which the Borrower is required to pay under Section 1.8 of the Mortgage, all other costs and expenses which the Borrower is required to pay under and pursuant to the Mortgage and to this Assignment, and the indebtedness secured hereby, as and when due, before using said Rentals for any other purpose.

2. Upon or at any time after the occurrence of a default or an event of default under the Note or the Mortgage, or a default in the performance of any obligation, covenant or agreement herein contained, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, the Lender may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby or the solvency of the Borrower, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, enforce, modify and accept the surrender of Leases, obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, make tenant improvements, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Borrower's name, sue for or otherwise demand, collect and receive all Rentals, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Lender; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured

hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any, and to the requirements of Section 1.13 of the Mortgage. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rentals throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rentals and the application thereof as aforesaid shall not cure or waive any default or event of default or waive, modify or affect any notice of default under the Note or the Mortgage, or hereunder, or invalidate any act done pursuant to such default, event of default or notice of default. The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rentals directly to the Lender. If a Lessee receives such a notice, the Borrower hereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrower and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rentals under the Lease in question. Such notice may be given either in the Lender's or in the Borrower's name. The Borrower shall in every way facilitate the payment of Rentals to the Lender, when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rentals actually collected hereunder and not for the rental value of the Mortgaged Premises. The Lender's failure to collect, or discontinuance from collecting, at any time, and from time to time, any Rentals shall not in any manner affect the rights of the Lender to thereafter collect the same.

3. The Lender shall not be deemed to be a partner or, or a joint venturer with, the Borrower with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Lender shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, bodily or personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted

against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Lender prevails therein, together with interest thereon at the Default Rate specified in the Note from the date paid, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender elects in writing to be so constituted.

4. If any default or event of default by the Borrower shall occur under the Note or under the Mortgage, or if default shall occur in the performance of any of the covenants, obligations or agreements of the Borrower under this Assignment, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, then the Lender may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such default, event of default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an event of default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

5. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Lender in lieu of foreclosure, and this Assignment shall continue in full force and effect during any statutory period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.

6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Borrower and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender, under Section 1.12 of the Mortgage. **This Document is the property of**

the Lake County Recorder!

8. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.

9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Borrower:

LAKE COUNTY TRUST COMPANY
c/o FOUNTAIN VIEW VENTURE
P.O. Box 27008
201 West 144th Street
Riverdale, Illinois 60627

If to the Lender:

Lutheran Brotherhood
625 Fourth Avenue South
Minneapolis, Minnesota 55415
Attention: Investment Division

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

11. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Indiana.

12. This Assignment is executed by LAKE COUNTY TRUST COMPANY, not personally or individually but as Trustee under Trust Agreement dated April 24, 1986 and known as Trust No. 3595 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LAKE COUNTY TRUST COMPANY are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LAKE COUNTY TRUST COMPANY or the beneficiaries of LAKE COUNTY TRUST COMPANY, as Trustee under Trust No. 3595 (except as otherwise expressly provided herein and in the Hazardous Substance Agreement and Limited Recourse Agreement of even date herewith) by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed as of the day and year first above written.

LAKE COUNTY TRUST COMPANY, not personally or individually, but as Trustee under Trust Agreement dated April 24, 1986 and known as Trust No. 3595

By: SEE SIGNATURE PAGE ATTACHED

Its: _____

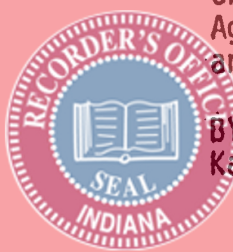
It is expressly understood and agreed that this Assignment of Rents is executed by the LAKE COUNTY TRUST COMPANY herein designated as Trustee not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing herein or in said mortgage contained shall be construed as creating any liability on the Lake County Trust Company herein designated as Trustee, either individually or as Trustee aforesaid, personally to pay the said mortgage or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Lake County Trust Company herein designated as Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said mortgage and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises described herein for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said mortgage provided or by action to enforce the personal liability of guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 12th day of June, 19 90.

LAKE COUNTY TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated April 24, 1986 and known as Trust No. 3595.

BY: Karyn Zasada
Karyn Zasada, Trust Officer



ATTEST:

BY: Charlotte L. Kellman
Charlotte L. Kellman, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Trust Officer and Assistant Secretary of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 12th day of June, 19 90.

Angela Newcomb
Angela Newcomb Notary Public

My Commission Expires
April 2, 1994

Resident: Lake county, Indiana

JOINDER
(Indiana Form)

The undersigned, being the owners in the aggregate of One Hundred (100%) percent of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Borrower under the foregoing Assignment of Leases and Rents, hereby consent to and join in the foregoing Assignment of Leases and Rents, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Mortgaged Premises described in the foregoing Assignment of Leases and Rents, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Borrower in said Assignment of Leases and Rents. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the foregoing Assignment of Leases and Rents.

the Lake County Recorder!

DATED: June 12, 1990

JOINT
FOUNTAIN VIEW/VENTURE, an Illinois
joint venture

By: Daniel F. McGarry II
DANIEL F. MCGARRY, II

By: Mary T. Cone
MARY T. MCGARRY CONE



By: Ann McGarry Kegal
ANN MCGARRY KEGAL

By: Patricia J. McGarry Evanko
PATRICIA J. MCGARRY EVANKO

STATE OF IL,)
)
COUNTY OF COOK) SS

I, Sharon Mazzoni, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL F. MCGARRY, II, MARY T. MCGARRY CONE, ANN MCGARRY KEGEL and PATRICIA J. MCGARRY EVANKO, 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 and sealed the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of June, 1990.

Document is NOT OFFICIAL!
Sharon Mazzoni
Notary Public

This Document is the property of the Lake County Recorder!

THIS INSTRUMENT WAS DRAFTED BY:

Mark S. Richmond
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

(312) 807-3800

OFFICIAL SEAL
SHARON MAZZONI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 3, 1992

KRW File No. 5663.1



Exhibit "A"

PARCEL 1: (BUILDING NO. 1, FOUNTAIN VIEW APARTMENTS); PART OF LOT 1, IN UNIT 7, FOUNTAIN RIDGE 2ND ADDITION, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF 96TH AVENUE AND THE EAST LINE OF ARTHUR COURT; THENCE SOUTH 0 DEGREES 10 MINUTES 33.5 SECONDS WEST ON SAID EAST LINE OF ARTHUR COURT A DISTANCE OF 119.74 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 200.20 FEET, A DISTANCE OF 159.51 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 26.5 SECONDS EAST A DISTANCE OF 115.25 FEET; THENCE NORTH 35 DEGREES 10 MINUTES 33.5 SECONDS EAST A DISTANCE OF 74.0 FEET; THENCE NORTH 14 DEGREES, 22 MINUTES 15 SECONDS EAST A DISTANCE OF 172.77 FEET; THENCE NORTH 0 DEGREES 40 MINUTES 05.5 SECONDS EAST A DISTANCE OF 100.0 FEET TO THE SOUTH LINE OF 96TH AVENUE; THENCE NORTH 89 DEGREES 19 MINUTES 54.5 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 120.0 FEET TO THE POINT OF BEGINNING, IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

PARCEL 2: (BUILDING NO. 2 FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1, UNIT 7, FOUNTAIN RIDGE 2ND ADDITION, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE SOUTH LINE OF 96TH AVENUE, SAID POINT BEING 120.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF ARTHUR COURT; THENCE SOUTH 89 DEGREES 19 MINUTES 54.5 SECONDS EAST ON SAID SOUTH LINE OF 96TH AVENUE A DISTANCE OF 192.0 FEET TO THE EAST LINE OF SAID FOUNTAIN RIDGE 2ND ADDITION, UNIT 7; THENCE SOUTH 0 DEGREES 40 MINUTES 05.5 SECONDS WEST A DISTANCE OF 165.0 FEET; THENCE SOUTH 46 DEGREES 30 MINUTES 05.5 SECONDS WEST A DISTANCE OF 100.0 FEET; THENCE SOUTH 3 DEGREES 21 MINUTES 10.5 SECONDS WEST A DISTANCE OF 90.0 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 00.5 SECONDS WEST A DISTANCE OF 120.0 FEET; THENCE NORTH 83 DEGREES 44 MINUTES 56 SECONDS WEST A DISTANCE OF 79.90 FEET; THENCE NORTH 35 DEGREES 10 MINUTES 33.5 SECONDS EAST A DISTANCE OF 74.0 FEET; THENCE NORTH 14 DEGREES 22 MINUTES 15 SECONDS EAST A DISTANCE OF 172.77 FEET THENCE NORTH 0 DEGREES 40 MINUTES 05.5 SECONDS EAST A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING, IN ROSS TOWNSHIP, AS SHOWN IN PLAT BOOK 40, PAGE 10, IN LAKE COUNTY, INDIANA.

PARCEL 3: (BUILDING NO. 3 FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1 OF UNIT 7, FOUNTAIN RIDGE 2ND ADDITION, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 40, PAGE 10, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID UNIT 7, FOUNTAIN RIDGE 2ND ADDITION; THENCE NORTH 0 DEGREES 10 MINUTES 33.5 SECONDS EAST A DISTANCE OF 61.03 FEET; THENCE NORTH 61 DEGREES 02 MINUTES 55.5 SECONDS EAST A DISTANCE OF 160.0 FEET; THENCE NORTH 28 DEGREES 57 MINUTES 04.5 SECONDS WEST A DISTANCE OF 120.0 FEET TO THE EASTERLY LINE OF ARTHUR COURT; THENCE NORTHEASTERLY, ALONG SAID RIGHT OF WAY LINE, ON A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 200.20 FEET, A DISTANCE OF 53.19 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 26.5 SECONDS EAST A DISTANCE OF 115.25 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 56 SECONDS EAST A DISTANCE OF 79.90 FEET; THENCE SOUTH 14 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 210.0 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 7; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID UNIT 7, A DISTANCE OF 245.0 FEET TO THE PLACE OF BEGINNING.

Exhibit "A" Continued

PARCEL 4: (BUILDING NO. 4, FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1 OF UNIT 8, FOUNTAIN RIDGE 2ND ADDITION, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 40, PAGE 124, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE SOUTH LINE OF 96TH AVENUE AND THE WEST LINE OF SAID UNIT 8; THENCE SOUTH 0 DEGREES 40 MINUTES 05.5 SECONDS WEST ON SAID LINE A DISTANCE OF 165.0 FEET; THENCE SOUTH 46 DEGREES 30 MINUTES 05.5 SECONDS WEST A DISTANCE OF 100.0 FEET; THENCE SOUTH 3 DEGREES 21 MINUTES 10.5 SECONDS EAST A DISTANCE OF 90.0 FEET; THENCE SOUTH 80 DEGREES 03 MINUTES 16 SECONDS EAST A DISTANCE OF 175.09 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 37.03 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID UNIT 8, A DISTANCE OF 47.11 FEET; THENCE NORTH 0 DEGREES 40 MINUTES 05.5 SECONDS EAST A DISTANCE OF 315.84 FEET TO THE SOUTH LINE OF 96TH AVENUE; THENCE NORTH 89 DEGREES 19 MINUTES 54.5 SECONDS WEST ON SAID SOUTH LINE OF 96TH AVENUE A DISTANCE OF 144.0 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (BUILDING NO. 5 FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1 OF UNIT NO. 8, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 124, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF UNIT 8; THENCE NORTH 14 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 210.0 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 00.5 SECONDS EAST A DISTANCE OF 120.0 FEET; THENCE SOUTH 80 DEGREES 03 MINUTES 16 SECONDS EAST A DISTANCE OF 175.09 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 187.89 FEET TO THE SOUTH LINE OF SAID LOT 1 OF UNIT 8; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS WEST ON SAID SOUTH LINE A DISTANCE OF 343.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 6: (BUILDING NO. 6 FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1, UNIT 8, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 124, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE SOUTH LINE OF 96TH AVENUE, SAID POINT BEING 144.0 FEET EAST OF THE WEST LINE OF SAID UNIT 8; THENCE SOUTH 0 DEGREES 40 MINUTES 05.5 SECONDS WEST A DISTANCE OF 315.84 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 49.89 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 24.92 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID UNIT 8, A DISTANCE OF 94.17 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 66.0 FEET; THENCE NORTH 10 DEGREES 48 MINUTES 34 SECONDS WEST A DISTANCE OF 110.00 FEET; THENCE NORTH 37 DEGREES 09 MINUTES 56 SECONDS WEST A DISTANCE OF 69.77 FEET; THENCE NORTH 0 DEGREES 40 MINUTES 05.5 SECONDS EAST A DISTANCE OF 165.0 FEET TO THE SOUTH LINE OF 96TH AVENUE; THENCE SOUTH 89 DEGREES 19 MINUTES 54.5 SECONDS WEST ON SAID SOUTH LINE A DISTANCE OF 144.0 FEET TO THE POINT OF BEGINNING.

Exhibit "A" Continued

PARCEL 7: (BUILDING NO. 7 FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1, UNIT NO. 9, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 123, IN LAKE COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF 96TH AVENUE AND THE WEST LINE OF SAID UNIT 9; THENCE SOUTH 0 DEGREES 40 MINUTES 05.5 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 165.0 FEET THENCE SOUTH 37 DEGREES 09 MINUTES 56 SECONDS EAST A DISTANCE OF 60.77 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 34 SECONDS EAST A DISTANCE OF 110.0 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 58.75 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 14 SECONDS EAST A DISTANCE OF 38.21 FEET; THENCE NORTH 14 DEGREES 03 MINUTES 46 SECONDS EAST ON A LINE 100.0 FEET NORTHWESTERLY OF AND PARALLEL TO THE EASTERLY LINE OF UNIT 9, FOUNTAIN RIDGE 2ND ADDITION, A DISTANCE OF 238.15 FEET; THENCE NORTH 0 DEGREES 40 MINUTES 05.5 SECONDS EAST A DISTANCE OF 93.63 FEET TO THE SOUTH LINE OF SAID 96TH AVENUE; THENCE NORTH 89 DEGREES 19 MINUTES 54.5 SECONDS WEST ON SAID SOUTH LINE OF 96TH AVENUE A DISTANCE OF 213.70 FEET TO THE POINT OF BEGINNING.

PARCEL 8: (BUILDING NO. 8 FOUNTAIN VIEW APARTMENT) THAT PART OF LOT 1 OF UNIT NO. 9, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 123, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID UNIT 9; THENCE NORTH 0 DEGREES 45 MINUTES 00 SECONDS EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID UNIT NO. 9, A DISTANCE OF 94.17 FEET; THENCE NORTH 79 DEGREES 11 MINUTES 26 SECONDS EAST A DISTANCE OF 123.85 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 14 SECONDS EAST A DISTANCE OF 138.21 FEET TO THE EASTERLY LINE OF SAID UNIT 9; THENCE SOUTH 14 DEGREES 03 MINUTES 46 SECONDS WEST ON SAID LINE A DISTANCE OF 198.27 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 9; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS WEST ON THE SOUTH LINE OF SAID UNIT 9, A DISTANCE OF 304.35 FEET TO THE POINT OF BEGINNING.

PARCEL 9: (BUILDING NO. 9, FOUNTAIN VIEW APARTMENTS) THAT PART OF LOT 1 OF UNIT NO. 9, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 123, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING ON THE SOUTH LINE OF 96TH AVENUE, SAID POINT BEING 213.70 FEET EAST OF THE WEST LINE OF SAID UNIT 9; THENCE SOUTH 0 DEGREES 40 MINUTES 05.5 SECONDS WEST A DISTANCE OF 93.63 FEET; THENCE SOUTH 14 DEGREES 03 MINUTES 46 SECONDS WEST ON A LINE 100.0 FEET NORTHWESTERLY OF AND PARALLEL TO THE EASTERLY LINE OF SAID UNIT 9, A DISTANCE OF 238.15 FEET; THENCE SOUTH 75 DEGREES 56 MINUTES 14 SECONDS EAST TO THE EASTERLY LINE OF SAID UNIT 9, A DISTANCE OF 100.0 FEET; THENCE NORTH 14 DEGREES 03 MINUTES 46 SECONDS EAST ON SAID EASTERLY LINE A DISTANCE OF 340.0 FEET TO THE SOUTH LINE OF SAID 96TH AVENUE; THENCE NORTH 75 DEGREES 56 MINUTES 14 SECONDS WEST A DISTANCE OF 30.0 FEET; THENCE WESTERLY ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 395.81 FEET A DISTANCE OF 92.53 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

Exhibit "A" Continued

PARCEL 10: (COMMON AREA) THAT PART OF LOT 1, OF UNIT 8, FOUNTAIN RIDGE 2ND ADDITION, AS SHOWN IN PLAT BOOK 40, PAGE 124, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF UNIT 8 IN SAID ADDITION; THENCE ALONG THE SOUTH LINE THEREOF NORTH 89 DEGREES 15 MINUTES WEST, A DISTANCE OF 97 FEET TO A POINT ON SAID LINE SOUTH 89 DEGREES 15 MINUTES EAST, A DISTANCE OF 343 FEET FROM THE SOUTHWEST CORNER OF SAID UNIT; THENCE NORTH 0 DEGREES 45 MINUTES EAST A DISTANCE OF 224.92 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES EAST, ON A LINE PARALLEL TO AND 224.92 FEET NORTH OF THE SOUTH LINE OF SAID UNIT, A DISTANCE OF 97 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES WEST, A DISTANCE OF 224.92 FEET TO THE POINT OF BEGINNING, ALL IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA.

