

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

92010814

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made this February 21, 1992, by ONE PROFESSIONAL CENTER PARTNERSHIP, an Indiana general partnership ("Assignor") in favor of INB NATIONAL BANK, NORTHWEST ("Assignee")

RECITALS

A. Assignor and West Street Plaza Limited Partnership, as Borrowers, and Assignee, as Lender, have entered into a certain Loan Agreement dated February 21, 1992, (the "Loan Agreement") pursuant to which Assignee has agreed to lend certain sums to Assignor and to West Street Plaza Limited Partnership.

B. To secure the repayment of the indebtedness payable under the Loan Agreement and the performance of the obligations of Assignor and West Street Plaza Limited Partnership set out therein, Assignor and West Street Plaza Limited Partnership have executed and delivered to Assignee real estate mortgages and certain other instruments. The property encumbered by the mortgage executed by Assignor is more particularly described on Schedule A attached hereto (the "Real Estate"). The promissory notes evidencing said indebtedness, the mortgages and all other instruments securing the repayment of said indebtedness are referred to collectively hereinafter as the "Loan Documents".

C. As additional consideration for the loans made pursuant to the Loan Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the rents, income, profits and leases relating to the Real Estate.

NOW, THEREFORE, in consideration of the loans made by Assignee to the Borrower, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Leases. Assignor hereby absolutely and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all leases, rental agreements or other agreements, however denominated, which provide for the occupancy of all or any part of the Real Estate, including specifically, but without limitation, the leases described on Schedule B attached hereto, together with any and all future leases, rental agreements or

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other agreements hereinafter entered into by Assignor relating to the Real Estate and all amendments, extensions and renewals of all present and future leases and agreements. Any and all such leases and agreements shall be collectively referred to herein as the "Leases" and individually as a "Lease".

2. Assignment of Rents. Assignor hereby absolutely and unconditionally assigns to Assignee all rents, revenues, income and profits which now may be due and owing under the Leases, or which may become due and owing under the Leases in the future or which otherwise may become due and owing on account of the Real Estate at any time (the "Rents") and all of the Assignor's right, title and interest therein .

3. Purpose of Assignment. This Assignment is made as additional consideration for the loans evidenced by the Notes, is absolute and presently effective and is not in the nature of a security interest.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as follows:

a. No Prior Assignment. Assignor is the sole owner of the entire lessor's interest in the Leases and the Rents; has not executed any other assignments of any of the Leases or Rents; and has not performed any acts or executed any other instruments which might prevent Assignee from fully exercising its rights under this Assignment.

b. Leases Valid. Each Lease is valid and enforceable in accordance with its respective terms; has not been altered, modified, amended, terminated or renewed; and has not had any provision waived in any manner whatsoever, except those provisions which Assignee has approved in writing prior to the execution hereof.

c. No Default. There is no default now existing under any Lease, nor are there any facts which, with the giving of notice or the lapse of time or both, would constitute a default under any Lease.

d. Collection of Rent. Assignor has not collected or accepted the payment of any Rent under any Lease more than thirty (30) days in advance of the due date thereof, except prepayments in the nature of security for performance of lessees' obligations under Leases.

5. Assignor's Obligations. Assignor covenants with Assignee that:

a. No Future Assignment. Assignor shall not execute any other assignment of any of the Leases or Rents or perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under this Assignment. Further, Assignor shall not agree to the assignment of any of the Leases by any tenant or to the subleasing of any part of the Real Estate by any tenant without the written consent of Assignee, which consent shall not be unreasonably withheld; provided, that such written consent shall not be required so long as no Event of Default exists.

b. No Alteration of Lease. No Lease shall be altered, modified, amended, terminated, renewed nor shall any provision thereof be waived without Assignee's prior written approval, which approval shall not be unreasonably withheld; provided, that such written approval shall not be required so long as no Event of Default exists.

c. No Lease Without Consent. Assignor shall not enter into any other Lease of all or any part of the Real Estate without Assignee's prior written consent, which consent shall not be unreasonably withheld; provided, that such written consent shall not be required so long as no Event of Default exists.

d. Collection of Rent. Assignor shall neither collect nor accept in the future the payment of any Rent under a Lease more than thirty (30) days in advance of the due date thereof except prepayment in the nature of security for performance of the lessee's obligations under a Lease.

e. Lessor's Duties Under the Leases. Assignor shall fulfill and perform each and every condition and covenant of each of the Leases which are to be fulfilled and performed by the lessor therein.

f. Enforcement. At no cost or expense to Assignee, Assignor shall enforce, in a commercially reasonable manner, short of termination of the Lease, the performance or observance of the provisions of each Lease by the respective lessee.

g. Notice of Default. Assignor shall give (i) written notice to Assignee of any notice of default of Assignor under any Lease promptly upon receipt by Assignor, together with a complete copy of any such notice, and (ii) written notice of any default by the lessee under any Lease promptly upon Assignor's learning thereof, together with a copy of any notice of default given by Assignor to said lessee.

h. Further Documents. Assignor shall execute and deliver at Assignee's request all such further assurances and assignments as Assignee shall from time to time reasonably require or deem necessary.

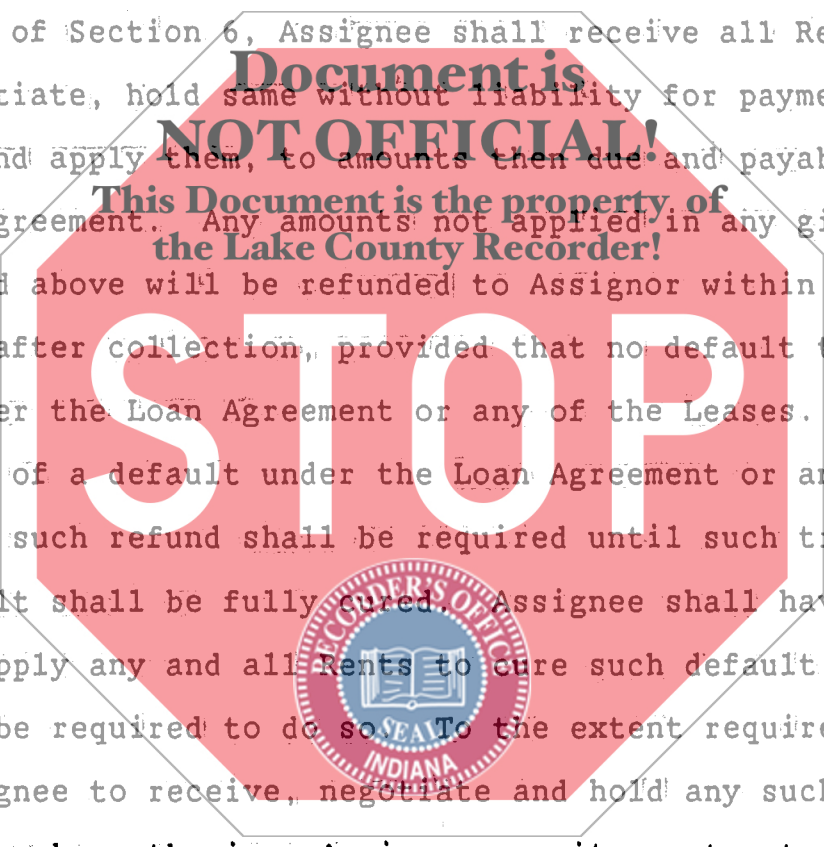
i. Lease Not Subordinate. Assignor shall not permit any Lease to become subordinate to any lien other than the lien of the Mortgages.

6. License of Assignor to Collect Rents. Assignee hereby grants to Assignor the right to collect the rents when the same are due and payable, notwithstanding the provisions of Sections 7, 8 and 9, so long as no Event of Default exists: provided, however, that Assignor hereby covenants with Assignee that Assignor shall collect all such Rents in trust for the benefit of Assignee and shall apply the Rents so received in each respective month to the payment of the principal, interest and all other sums then due and payable in the same month under the Loan Agreement, and the balance of such Rents so received, if any, may be used and enjoyed by the Assignor. Assignor shall be obligated to account to Assignee for any Rents collected by Assignor which are not so applied.

7. Payment to Assignee. Subject to the terms and provisions of Section 6, in order to facilitate the collection and application of the Rents, Assignor shall cause all payments

due under the Leases to be paid by the lessees directly to Assignee at the address of Assignee set forth in Section 20 or to such other address as Assignee may designate in the manner provided for therein. Such provision shall be made in the Leases or in separate binding agreements.

8. Application of Rents. Subject to the terms and provisions of Section 6, Assignee shall receive all Rents and shall negotiate, hold same without liability for payment of interest and apply them, to amounts then due and payable under the Loan Agreement. Any amounts not applied in any given month as provided above will be refunded to Assignor within thirty (30) days after collection, provided that no default then exists under the Loan Agreement or any of the Leases. After occurrence of a default under the Loan Agreement or any of the Leases, no such refund shall be required until such time as said default shall be fully cured. Assignee shall have the right to apply any and all Rents to cure such default, but shall not be required to do so. To the extent required to allow Assignee to receive, negotiate and hold any such Rents, Assignor hereby authorizes Assignee, or its contracted servicing agent, to endorse, as attorney-in-fact for Assignor, any instrument transmitted to Assignee or its servicing agent by any tenant under a Lease.



9. Default. The occurrence of any one or more of the following shall be deemed to be a default ("Event of Default") under this Assignment:

a. Under the Loan Agreement, Note, Mortgage or Loan Documents. Assignor or West Street Plaza Limited Partnership is in default under the Loan Agreement or any of the Loan Documents, and the grace period allowed for the cure thereof (if any) has expired;

b. Under this Assignment. Assignor is in breach of any covenant or warranty contained in this Assignment and such breach has not been cured within thirty (30) days after written notice thereof to Assignor; provided, however, that Lender shall not exercise any of its rights or remedies hereunder for a breach of any covenant or warranty if such breach of covenant or warranty is not reasonably curable within thirty (30) days, so long as Borrowers diligently and in good faith commence to cure such breach of covenant or warranty within said thirty (30) day period and prosecute such cure to completion within one hundred twenty (120) days after the date of the notice of such breach of covenant or warranty;

c. Under Leases. Assignor shall be in default under the terms and conditions of any Lease, and any grace period applicable thereto shall have expired.

10. Assignee's Remedies. Assignee may take any and all action necessary to enforce this Assignment or to collect the Rents assigned hereunder, and such action may be taken, without notice, by Assignee, or by its agents or by a receiver appointed by a court and without regard to the adequacy of any security held by Assignee. In addition to any other right of Assignee granted by law, Assignee shall have the right to enter upon the Real Estate or any part thereof, with or without process of law, to take possession of all or any part of the Real Estate, together with Assignor's personal property, fixtures, documents, books, records, papers and accounts relating to the Real Estate and to exclude Assignor, their agents or servants wholly from the Real Estate. Assignee may exercise all rights, privileges and powers herein granted without notice to Assignor. Assignee shall use and apply all the Rents herein assigned to the payment of the costs of managing and operating the Real Estate and to the payment of any indebtedness or liability of Assignor to Assignee. These

costs, indebtedness and liabilities shall include but shall not be limited to: (i) the payment of taxes, special assessments, insurance premiums and damage claims; (ii) the costs of maintaining, repairing, rebuilding and restoring the improvements on the Real Estate or the cost of making the Real Estate rentable; (iii) attorneys' fees incurred in connection with the enforcement of this Assignment; and (iv) interest and principal and costs and expenses due from Assignor to Assignee under the Loan Agreement. The Rents shall be used and applied in such order as Assignee may determine and as shall be permitted under the Loan Documents. 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 Assignor under any of the Leases.

11. No Cure or Assumption of Duties. The collection and application of the Rents of the Leases upon and taking possession of the Real Estate or any part thereof, shall not cure or waive any default hereunder nor invalidate any act done in response to such default or pursuant to any notice of default; nor shall this Document be an assumption by Assignee of any of the obligations, duties or covenants of Assignor.

12. Appointment of Assignee as Attorney-In-Fact. Assignor hereby appoints Assignee his true and lawful attorney-in-fact with full power of substitution, in its own name and capacity or in the name and capacity of Assignor, to: (a) demand, collect, receive and give complete acquittances for Rents accruing from the Real Estate; and (b) to file, at Assignee's discretion, any proceeding, action or claim or to take any other action and to make any settlement of any claim, either in its own name or in the name of Assignor, that Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents. Lessees under the Leases are hereby authorized and instructed, upon demand by Assignee, to pay any and all amounts due Assignor pursuant to the Leases to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such lessees. Assignor hereby relieves the lessees of any and all duty, liability or obligation to Assignor in respect of all payments so made.

13. No Liability for Real Estate. This Assignment shall not operate to place upon Assignee any responsibility for the control, care, management or repair of the Real Estate or parts thereof. Further, this Assignment shall not operate to make Assignee liable for the performance of any of the terms and conditions of the Leases or for any dangerous or defective condition of the Real Estate or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in a loss or injury or death to any lessee, licensee, employee or other person.

14. Assignee's Performance of Assignor's Duties. If an Event of Default has occurred, Assignee may, in its sole and absolute discretion, perform any of Assignor's duties and obligations under the Leases. In the event Assignee expends any monies in performing any of Assignor's obligations under the Leases, such money shall accrue interest at the rate of eighteen percent (18%) per annum, from the date of disbursement until repaid to Assignee. Any and all such funds, including interest, shall be paid by Assignor to Assignee immediately upon demand therefor and if not so repaid, said funds shall be added to Assignor's secured indebtedness to Assignee.

15. Indemnity. Assignor shall indemnify Assignee and hold it harmless from any liability, loss or damage (including without limitation, reasonable attorneys' fees) which may be incurred by it under the Leases 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 obligations or undertakings which Assignee may be required or alleged to be required to perform or discharge under the Leases.

16. Release of Security and Parties. Assignee may take or release any security, may release any party liable for any indebtedness under the Loan Agreement, may grant extensions, renewals, or indulgences with respect to such indebtedness, and may apply any security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

17. Waiver. Assignee's waiver of or acquiescence in any default by Assignor, or Assignee's failure to insist upon strict performance by Assignor of any warranties or agreements in this Assignment shall not constitute a waiver of any subsequent or other default or failure.

18. Cumulative Remedies. Assignee's rights and remedies hereunder are cumulative and not in lieu of but are in addition to any other rights or remedies which Assignee shall have under the Loan Agreement or any other instrument made pursuant thereto.

19. Notices. All notices to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the party giving the same and shall be sufficient if given by personal service, guaranteed overnight delivery service, telex or telegram or mailed postage prepaid, by registered or certified mail to:

Assignor: One Professional Center Partnership
One Professional Center, Suite 312
Crown Point, Indiana 46307

Assignee: INB National Bank, Northwest
437 South Street
P. O. Box 780
Lafayette, Indiana 47902

or to such other addresses as may be designated in writing by the party to be served from time to time; PROVIDED, HOWEVER, that any failure to give notice in accordance with the terms of this Section shall not invalidate such notice if such notice was in fact in writing and actually received by the party and the department to whom it was directed.

22. Attorneys Fees. If any action be taken or suit be instituted to enforce the provisions hereof, or in the event Assignee shall be made party to any litigation because of the existence of this Assignment, Assignee shall be entitled to receive its costs and reasonable attorneys' fees, incurred both before and after judgment and whether or not suit is filed. Said costs shall include, without limitation, costs of attorneys' fees incurred in any appeal and in any proceedings under present or future federal bankruptcy statutes or state insolvency or receivership statutes.

23. Cancellation. Upon payment in full of all of the indebtedness payable under the Loan Agreement, Assignee shall, upon demand of Assignor, execute and deliver a reassignment of all of its rights hereunder.

24. Severability. If any provision of this Assignment, or the application thereof to any person or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

25. Binding Effect. This Assignment shall be for the benefit of and binding upon the successors and assigns of Assignor and Assignee.

26. Amendment, Modification. The provisions of this Assignment may be amended, modified, changed or waived only by written instrument signed by the party against whom enforcement of such amendment, modification, change or waiver is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ONE PROFESSIONAL CENTER PARTNERSHIP

By: [Signature]
General Partner Vladimir Gasteval, Jr.

By: [Signature]
General Partner Eric T. Gasteval

By: [Signature]
General Partner VLADIMIR GASTEVAL, SR.

NOT OFFICIAL!

STATE OF INDIANA) This Document is the property of
) ^{SS} the Lake County Recorder!
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared VLADIMIR GASTEVAL, JR., ERIC GASTEVAL and VLADIMIR GASTEVAL, SR., general partners of One Professional Center Partnership, who on behalf of said general partnership, acknowledged the execution of the foregoing Assignment of Rents and Leases and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 21st day of February, 1992.

SEAL



[Signature]
Signature of Notary Public

Marjorie Babcock
Printed Name of Notary Public

My Commission Expires:

November 6, 1994

County of Residence:

LaPorte

This Instrument Prepared by: STUART and Branigin
Doug Branigin

Exhibit A
Legal Description

**Lot 4, Wirtz Crown Heights Unit A, Section 2, as shown in Plat Book 39,
page 85, Lake County, Indiana.**



EXHIBIT B

ONE PROFESSIONAL CENTER

Suite 204	Paul J. Giorgi Law Offices
Suite 206	Victor A. Lodovisi, D.D.S.
Suite 208	ParaPlan, Inc.
Suite 215	Lawyers Title Insurance Corporation
Suite 304	State Farm Automobile Insurance Company
Suite 306	Paul R. Chael, Attorney
Suite 308	Hoffman & Stochel Law Offices
Suite 312	A T G Corporation
Suite 313	SuoAnne Magyar-Hill d/b/a Support System
Suite 315	Gastevich, Pete & Stanton Law Offices

