

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of April 29, 1993, between Merrillville Super 8 Limited Partnership (the "Assignor"), whose address is 1910 Pine Grove NE Box 4850, Gayden SD 57402-4850 and First Bank National Association, a national banking association (the "Assignee"), whose address is First Bank Place, 601 2nd Avenue South, Minneapolis, Minnesota 55402.

W I T N E S S E T H :

WHEREAS, on the date hereof, the Assignee has made a loan to The Rivett Group, L.L.C., a limited liability company under the laws of Delaware (the "Borrower") in the amount of \$585,000.00 (the "Loan") as evidenced by the promissory note of the Borrower in such amount payable to the order of the Assignee (the "Note"); and

WHEREAS, to secure the payment and performance of the Note the Assignor has granted to the Assignee a Mortgage and Security Agreement and Fixture Financing Statement dated the date hereof (the "Mortgage") covering the property of Assignor's right, title and interest in and to that certain real property and all improvements, fixtures, equipment and personal property located thereon, situated in the County of Lake, State of Indiana, legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Assignee, as a condition to making the Loan, has required the execution of this Assignment as additional security therefor.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant, transfer and assign to the Assignee all of the right, title and interest of the Assignor in and to

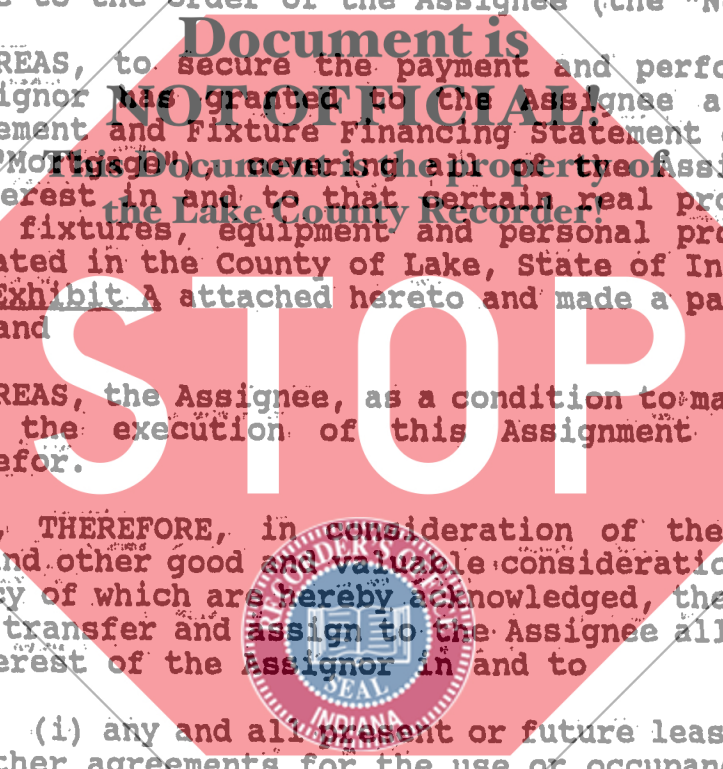
(i) any and all present or future leases, tenancies, or any other agreements for the use or occupancy of any part of the Property, whether written or oral, covering or affecting all or any portion of the Property and any other agreement, by whatever name called, involving a transfer or creation of possessory rights or rights of use in the Property (all of which are hereinafter collectively referred to as the "Leases"); and

(ii) all rents, issues, profits, revenues, and other income or payments of any kind (whether or not designated as rent) due or payable or to become due or payable to the Assignor in connection with the Property (all of which are hereinafter collectively referred to as "Rents"), whether the Rents were due and payable before or after any event of default (as hereinafter defined) or during any period of redemption.

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

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR REC'D

APR 29 1 10 PM '93
REC'D
CLERK



93035805

Wetly

2100
ly

This Assignment is given for the purpose of securing the payment of all amounts payable to the Assignee under the terms of the Note, the Mortgage, the Credit Agreement dated the date hereof between the Assignor and the Assignee (the "Credit Agreement"), or any other writing executed and delivered in connection with the Loan, and the performance and discharge of each and every obligation, covenant and agreement of the Assignor contained in the Note, the Mortgage, the Credit Agreement and this Assignment.

THE ASSIGNOR WARRANTS AND COVENANTS that: (a) it is and will remain the absolute owner of the Rents and the Leases free and clear of all liens and encumbrances other than the lien granted herein, and has not heretofore assigned or otherwise encumbered its interest in any of the Rents or the Leases to any other person; and (b) that it has the right under applicable law, under the Leases and otherwise to execute and deliver this Assignment and keep and perform all of its obligations hereunder; and (c) that it will warrant and defend the Lease and Rents against all adverse claims, whether now existing or hereafter arising.

The Assignor further covenants and agrees with the Assignee as follows:

1. Performance of Leases; Due Diligence. The Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it is now, or hereafter becomes, liable to observe or perform under any of the Leases, and, at its sole cost and expense, enforce and secure the performance of each and every obligation, covenant, condition and agreement to be performed by any tenant under any of the Leases. Until all indebtedness evidenced by the Note shall have been paid in full, the Assignor covenants and agrees to use due diligence to consistently rent the Property in the ordinary course of business at fair market rates for such Property.

2. Collection of Rents. This Assignment shall constitute a perfected, absolute and present assignment; provided, however, that so long as no Event of Default exists (as defined in the Mortgage), the Assignor shall have the right under a limited license and Assignee hereby grants to Assignor a limited license ("License"), to exercise and enjoy all incidents of ownership of the Leases and the Rents. Assignor hereby agrees to receive all Rents and hold the same as a trust fund to be applied, and to apply the Rents so collected, first to the payment of the portions of the indebtedness secured by the Mortgage and this Assignment which are then currently due and for the satisfaction and discharge of all currently due Obligations as defined in the Mortgage. Thereafter, Assignor may use the balance of the Rents collected in any manner not inconsistent with the Mortgage and this Assignment. Assignor has not collected and shall not collect Rents for more than seven (7) days in advance.

3. Termination of License Upon Event of Default. Upon the occurrence of any Event of Default, the License shall automatically

and immediately terminate without any further action being required of Assignee, and upon Assignee's request, Assignor shall deliver to Assignee all records with respect to the Leases and Rents. After termination of the License, Assignee shall have the exclusive right, power and authority, without the necessity of any further action (but Assignee shall have no obligation with respect thereto), to collect, demand, sue for, attach, levy, recover and receive the Rents, to give proper receipts, releases and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds thereof as a credit upon any portion of the indebtedness secured by the Mortgage and this Assignment selected by Assignee, notwithstanding that such portion selected may not then be due and payable or that such portion is otherwise adequately secured and regardless of whether a foreclosure sale of the Property has occurred under the Mortgage, or whether Assignee has taken possession of the Property or attempted to do any of the same. Assignor hereby authorizes and directs each and every tenant, occupant or patron of the Property to deliver any such payment to, and otherwise to attend all other obligations under the Leases directly to Assignee. Assignor hereby ratifies and confirms all that Assignee shall do or cause to be done by virtue of this Assignment of Leases and Rents. No tenant, occupant or patron of the Property shall be required to inquire into the authority of Assignee to collect any Rents, and any obligation to Assignor shall be absolutely discharged to the extent of its payment to Assignee. Assignee and its duly authorized agents shall be entitled to enter the Property for the purpose of delivering any and all such notices and other communications to the tenants, occupants and patrons of the Property as shall be necessary or desirable in the Assignee's discretion to exercise its rights hereunder, and the Assignee and its agents shall have absolutely no liability to the Assignor arising therefrom. The Assignee shall not, however, be obligated to give any tenant, occupant or patron of the Property any notice by personal delivery and the Assignee may, in its sole discretion, deliver all such notices and communications by ordinary first-class U.S. mail, postage prepaid, or otherwise. In the event that the Assignor obstructs the Assignee in its efforts to collect the Rents from the Property, or after requested by Assignee, unreasonably refuses, fails or neglects to assist Assignee in collecting such Rents, Assignee shall be entitled to the appointment of a receiver of the Property and of the Rents therefrom, with such powers as the court making such appointment may confer.

The Assignor shall not be accountable for more monies than it actually receives from the Property, nor shall it be liable for failure to collect any Rents.

4. Protecting the Security of this Assignment. Should the Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then the Assignee, but without obligation to do so or liability for failure to do so, and without releasing the Assignor from any obligation hereunder, may make or do the same in such manner and to such extent as the Assignee may

deem appropriate 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 the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. The Assignor will pay within ten days of written demand therefor all sums expended by the Assignee under the authority of this Assignment, together with interest thereon at an annual rate equal to the rate then in effect for the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate permitted by applicable law, and the same shall be added to said indebtedness and shall be secured hereby.

5. No Liability for Assignee. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of the Assignor under the Leases, and this Assignment shall not operate to place upon the Assignee responsibility for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases, nor shall this Assignment operate to make the Assignee liable for any waste committed on the Property by any tenant under any of the Leases or by any other party, or for any dangerous or defective condition of the Property or any negligence in the management, upkeep, repair, or control of the Property resulting in loss, injury, or death to any tenant, licensee, employee, invitee or stranger or their property.

6. Indemnity. The Assignor shall, and does hereby agree to, indemnify, defend and hold harmless the Assignee of and from any and all liability, loss, claims 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 undertakings on its part to perform or discharge any of the terms, covenants, or agreement contained in the Leases so long as said loss or damage is not the result of the negligent or intentional tortuous acts of the Assignee or any of its employees or agents. Should the Assignee 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, the Assignor shall reimburse the Assignee therefor within ten days of written demand therefor, and upon the Assignor's failure to do so, the Assignee may declare all sums secured hereby immediately due and payable.

7. Further Assurances. The Assignor will from time to time execute any and all instruments reasonably requested by the Assignee in order to effectuate this Assignment and to accomplish

any of the purposes that are necessary or appropriate in connection with this Assignment.

8. Satisfaction. Upon the payment in full of all indebtedness secured hereby, this Assignment shall become null and void and be of no further effect and the Assignee shall execute and deliver to the Assignor an instrument of satisfaction and release in recordable form, the cost of preparation and recording to be borne by the Assignor.

9. Assignee an Attorney-In-Fact. The Assignor hereby irrevocably appoints the Assignee, and its successors and assigns, as its agent and attorney-in-fact, with the right but not the duty to endorse on behalf and in the name of the Assignor all checks from tenants in payment of Rents that are made payable to the Assignee. This power of attorney and the rights and power conferred hereby shall be effective only if there shall exist an uncured event of default.

10. Assignee Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a mortgagee in possession.

11. Survival. All of the Assignor's obligations hereunder shall survive foreclosure and the Assignor agrees to observe and comply with all of the covenants and conditions of this Assignment throughout any redemption period after foreclosure.

12. Unenforceable Provisions Severable. 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 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 of other terms hereof shall in no way be affected thereby.

13. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Assignee, including any purchaser at a foreclosure sale.

14. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and shall not be used to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by the Assignor and the Assignee. Any notice from the Assignee to the Assignor under this Assignment shall be deemed to have been given when personally delivered to the Assignor or mailed to the Assignor at its address set forth in the first paragraph.

15. Waiver. The Assignee's failure to do any of the things or exercise any of the rights, interests, powers and/or authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers or authorities assigned and granted to the Assignee under this instrument. The Assignor agrees that the security of this Assignment will not be released, impaired or subordinated by any amendment to this Assignment or any other instrument, any extension of time or waiver of right or remedy as to the Assignor or any other party or any other act or thing which, but for this provision, would so release, impair or subordinate.

16. Notices. All notices and other communications required under this Assignment shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the parties and sent to the addresses set forth in the first paragraph of this Assignment, or to such other address as either party may designate from time to time by notice to the other in the manner set forth herein.

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

This Document is the property of
the Lake County Recorder!

MERRILLVILLE SUPER 8 LIMITED
PARTNERSHIP

By THE RIVETT GROUP, L.L.C.,
General Partner

By

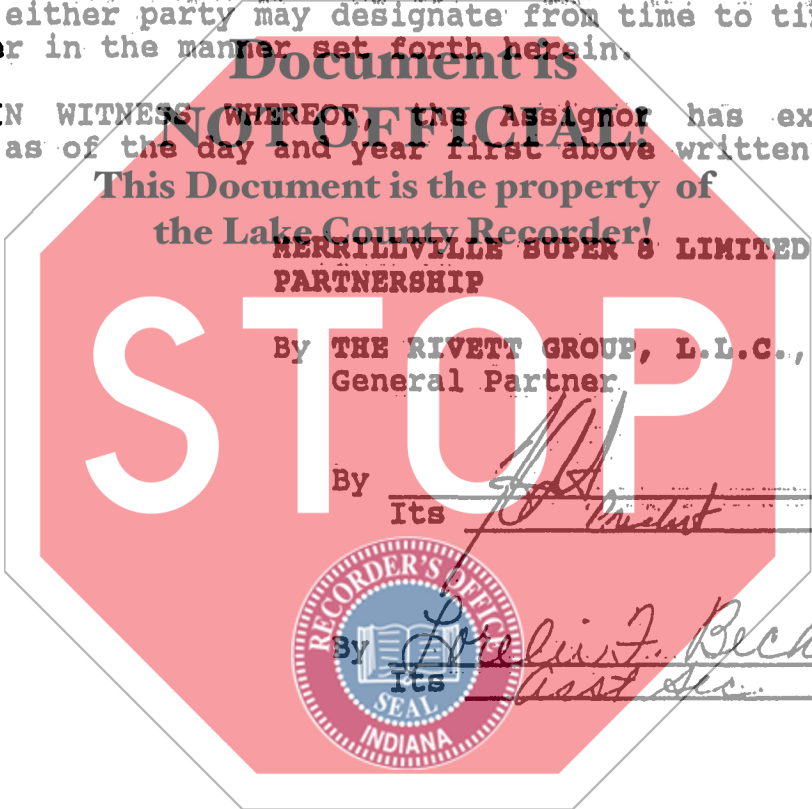
Its

[Handwritten Signature]

By

Its

[Handwritten Signature: Lorena F. Bechler]
Asst. Sec.



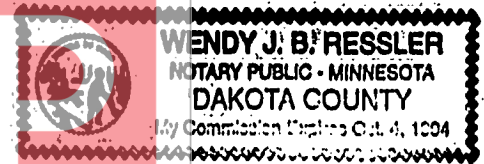
STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

I, Wendy J. B. Ressler, a notary public residing in the county and state aforesaid, do certify that Harvey C. Lewett and Korella F. Becker, the President and Quart Sec. of The Rivett Group, L.L.C., a Delaware limited liability company, General Partner of Merrillville Super 8 Limited Partnership, a South Dakota limited partnership, who are personally known to me, appeared before me personally on this day and acknowledged that they signed, sealed and delivered the foregoing instrument of their own free will and accord, for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 29th day of April, 1993.

Document is
NOT OFFICIAL!
Notary Public

This Document is the property of
the Lake County Recorder!



This instrument was drafted by:

DOHERTY, RUMBLE & BUTLER
Professional Association
2800 Minnesota World Trade Center
30 East Seventh Street
St. Paul, Minnesota 55101-6999 (KRX)



EXHIBIT A
Legal Description

MERRILLVILLE SUPER 8
LAKE COUNTY, INDIANA

Lot A, a resubdivision of Part of Parcel 1 of Westlake Plaza, as shown in Plat Book 57, page 11, Lake County, Indiana.

KRK100942.exh.



WHEN RECORDED RETURN TO:
LAWYERS TITLE INSURANCE CORP.
7853 E. ARAPAHOE CT, #3000
ENGLEWOOD, CO 80122
FILE NO. 12512