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LAKE COUNTY
FILED FOR RECORD 13057 S. Western Ave
95 FEB 28 PH 3:31 Blue Island 60406
RECORDER

ASSIGNMENT OF LEASES

from

MERRILLVILLE HEALTH CENTER ASSOCIATES, LTD.

an Indiana limited partnership,

**Document is
NOT OFFICIAL!**

to
FIRST NATIONAL BANK OF BLUE ISLAND,
a national banking association.

Dated as of January 31, 1994

STOP

Permanent Tax Index Number:

15-23-181-190

Address of Building:

**6111 Harrison Street
Merrillville, Indiana**

**This Instrument Prepared by and should be
Returned After Recording to:**

**Peter C. Qulgley, Esq.
Field Golan & Swiger
21st Floor - Three First National Plaza
Chicago, Illinois 60602**

FILED

FEB 28 1995

**SAM ORLICH
AUDITOR LAKE COUNTY**

12.00

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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made and executed as of this 16th day of December 1994, from Merrillville Health Center Associates, Ltd., ("Assignor") an Indiana limited partnership whose address is 355 North Canal Street, Chicago, Illinois and First National Bank of Blue Island ("FNBB"), a national banking association whose address is 13057 South Western Avenue, Blue Island, Illinois (Assignee).

WITNESSETH:

WHEREAS, Assignor has on this date conveyed the land and buildings and improvements located thereon described on Exhibit "A" attached hereto (the "Property") to Assignee; and

WHEREAS, Assignor and Assignee have on even date herewith entered into a Settlement Agreement involving the Property and the leases described herein ("Settlement Agreement"), and in connection therewith Assignor has executed a Quit Claim Deed as of the date hereof, conveying the Property to Assignee. All terms capitalized and used herein but not defined herein shall be defined for all purposes hereof as defined in the Settlement Agreement.

NOW, THEREFORE, in consideration of Assignee and Assignor executing the aforementioned Settlement Agreement, for the sum of Ten Dollars (\$10.00) and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby transfer, assign, and set over unto Assignee all of Assignor's right, title, and interest, as landlord, under all currently existing and/or future leases, including but not limited to those listed on Exhibit "B" attached hereto, in and to all or any part of the Property (collectively "Leases") together with all rents, rent equivalents, income, issues, profits, revenues, delinquent, rentals, escalation payments, security deposits, guaranties, and monies due or to become due under the Leases (collectively "Rents"). Assignor represent and warrant that Assignor has not previously sold, conveyed, or assigned, or purported to sell, convey, or assign, the Leases or Rents absolutely or for security, except pursuant to the Security Documents.
2. Assignor hereby warrants that there are no actions, suits, or proceedings which have been filed in any court against Assignor, or the Property, which arise from any involvement with the Leases or the Property, and further Assignor warrants that they do not now know of any threatened litigation against Assignor arising out of or in connection with the Leases or the Property, except for those, if any, expressly described in the Settlement Agreement. Assignor hereby warrants and represents, jointly and severally, that there have been no prepaid Rents for any future period except with respect to the current month.

3. The assignments and conveyances to Assignee herein are and shall be absolute assignments and conveyances of Assignors' entire right, title, and interests in and to the Leases and Rents in fact as well as form and are not intended as a mortgage, trust conveyance, deed of trust, collateral assignment, or security instrument of any kind. Upon delivery of the Assignment, Assignor shall have no further interest (including rights of redemption) or claims in, to, under or concerning the items assigned or conveyed hereby or the proceeds and profits which may be derived therefrom, of any kind whatsoever. Assignor and Assignee acknowledge and agree that notwithstanding the transactions effected hereby, the interest of Assignee in the Leases and Rents assigned hereby by virtue of this Assignment shall not merge with the interest or rights of Assignee or its successors' and assigns' under the Security Documents as more completely set forth in Paragraph Nine (9) of the Settlement Agreement.

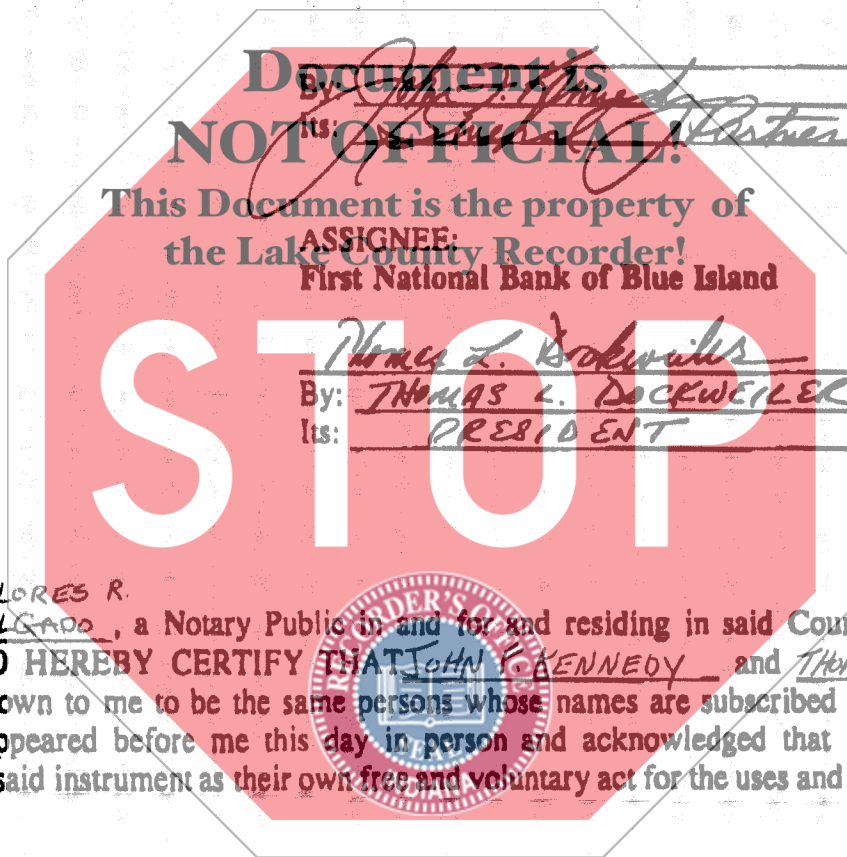
4. Assignee hereby accepts the foregoing assignment and agrees to assume, fulfill, perform and discharge all the various commitments, obligations and liabilities of Assignor under and by virtue of the Leases and Rents hereby assigned, which arise on or after the date thereof, and does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages, causes of actions, expenses, and attorneys' fees incurred by Assignor by reason of the failure to Assignee from and after the effective date thereof to fulfill, perform, and discharge all of the various commitments, obligations, and liabilities of Assignor under and by virtue of the Leases and Rents assigned hereunder, which arise on or after the date hereof. Assignor shall remain liable for all obligations and liabilities relating to the Leases and Rents which arose prior to the date hereof, and Assignor shall defend, indemnify, and hold Assignee harmless from any and all claims or losses relating to such retained liability.

5. Assignor hereby expressly acknowledges, understands, and agrees that Assignee may and does hereby rely on each and every representation, warranty, promise, or commitment made by Assignors, together or separately within this Assignment, and that Assignee may hold Assignor, jointly and severally, liable for any breach of the same.

6. It is understood and agreed that this Assignment may be executed in several counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Assignment, even though all of the parties hereto may not have executed the original or the same counterpart.

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

ASSIGNOR:
Merrillville Health Center Associates, Ltd.



I, DOLORES R. SALGADO, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN F. KENNEDY and THOMAS L. DOCKWEILER 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 delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 16th day of DECEMBER, 1994.

Dolores R. Salgado
Notary Public

My Commission Expires: 8-10-97

