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MARGARETTE CLEVELAND
RECORDER

This instrument was prepared by, and after recording, return to:

Brian K. Doyle
KECK, MAHIN & CATE
77 West Wacker Drive
49th Floor
Chicago, IL 60601-1693

Address:
3830 179th Street,
Hammond, Indiana

Document is
NOT OFFICIAL!

ASSIGNMENT OF RENTS AND LEASES
of
the Lake County Recorder!
Re: 3830 179th Street, Hammond, Indiana

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and delivered as of this 25th day of March, 1996 by the Mercantile National Bank of Indiana, not personally but solely as Trustee ("Trustee") under Trust Agreement dated January 17, 1995 and known as Trust No. 603500 ("Trust"), MB Inn, Inc., a Maryland corporation ("Beneficiary"; Beneficiary and Trustee are sometimes referred to jointly and severally herein as "Assignor"), to Bank One, Chicago, NA, a national bank ("Bank One"), as collateral agent (Bank One, in such capacity, is referred to herein as "Assignee") for the Lenders (as defined below).

WITNESSETH

A. Beneficiary and its wholly-owned subsidiary, MB Hotel Properties, Inc., a Maryland corporation ("MB"; MB and Assignor are referred to collectively herein as "Borrower"), have entered into a Loan Agreement of even date herewith ("Loan Agreement") with Assignee, the other lenders named therein (collectively the "Lenders"), and Bank One as administrative agent (Bank One, in such capacity, being "Agent") pursuant to which the Lenders are providing Borrower with certain loans in the maximum aggregate principal amount of Forty Seven Million and no/100 Dollars (\$47,000,000.00) (collectively the "Loan").

B. The Loan shall be evidenced by various promissory notes executed jointly and severally by Borrower in favor of the Lenders (collectively the "Note").

C. As a condition precedent to making the Loan, the Lenders have required that Assignor execute and deliver this Assignment to Assignee.

D. Assignor has agreed to execute and deliver this Assignment to Assignee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

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[Signature]

HOLD FOR FIRST AMERICAN TITLE
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Assignor hereby grants, transfers, sets over and assigns to Assignee, for its benefit and the ratable benefit of Lenders and Agent, all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Premises described in Exhibit 1 attached hereto and made a part hereof (the "Premises"), including but not limited to all Hotel Receipts (as hereafter defined); (ii) in and to all leases and subleases (the "Leases") now or hereafter existing on all or any part of the Premises; (iii) in and to all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) in and to all of Assignor's interest, if any, in any tenant improvements and fixtures located on the Premises.

THIS ASSIGNMENT OF RENTS AND LEASES IS GIVEN TO SECURE:

(a) Payment by Borrower when due of (i) the indebtedness due under the Loan Agreement and evidenced by the Note, and any and all renewals, extensions, modifications or refinancings thereof; (ii) any other obligations, liabilities or indebtedness which may be due and owing from Assignor or MB to Assignee, whether such obligations, liabilities or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by Assignee, and any and all renewals, extensions, modifications or refinancings thereof; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees.

(b) Observance and performance by Assignor and MB of the covenants, terms, conditions and agreements contained in the Note, this Assignment, the Loan Agreement, the Mortgage and Security Agreement (the "Mortgage") of even date herewith made by Trustee and Beneficiary to Assignee creating a first mortgage lien on the Premises, the Security Agreement ("Security Agreement") of even date herewith made by Borrower to Assignee, and any other document or instrument evidencing or securing the Note or delivered to induce Assignee to disburse the proceeds thereof (collectively referred to herein as the "Loan Documents").

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

1. Representations and Warranties of Assignor. Trustee represents and Beneficiary represents and warrants to Assignee that:

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under the Leases;

(c) Assignor has not heretofore made any other assignment of its entire interest, or any part thereof, in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) To the best of Assignor's knowledge after due inquiry, no tenant is in material default under any Lease, other than as disclosed to Assignee.

2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not enter into any lease covering more than 1,500 square feet of the Premises, unless such lease provides for market rentals;

(b) Assignor shall, in the ordinary course of business, observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Further, except in the ordinary course of business, and with respect to Leases covering more than 1,500 square feet of the Premises, Assignor shall not, unless the express written consent of Assignee has first been obtained, which consent shall not be unreasonably withheld: (i) release the liability of any tenant thereunder; or (ii) permit any tenant thereunder to withhold the payment of rent or to make monetary advances and off-set the same against future rentals; or (iii) permit any tenant thereunder to claim a total or partial eviction, (iv) permit any tenant thereunder to terminate or cancel any Lease; or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire interest, or any part thereof, in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, without the prior written consent of Assignee;

(e) Assignor shall not, except in the ordinary course of business, waive or excuse the obligation to pay rent under any Lease;

(f) Assignor shall, except in the ordinary course of business, enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;

(g) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(h) Assignor shall, except in the ordinary course of business, enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenant(s) thereunder;

(i) Assignor shall furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the Premises, or any part thereof;

(j) In the event that any tenant under any Lease covering more than 1,500 square feet of the Premises is or becomes 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 assigned hereby, Assignor covenants and agrees that if any such Leases are so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment

of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee;

(k) Upon the occurrence of an Event of Default, Assignor shall immediately deposit in a separate and segregated account at a financial institution designated by Assignee, all Hotel Receipts (as defined herein).

3. Rights Prior to Default. So long as no Event of Default exists hereunder, and no Event of Default exists under any of the Loan Documents, Assignee shall not demand from tenants under the Leases or any other person liable thereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have a license to collect at the time provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

4. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" for purposes of this Assignment:

(a) Beneficiary or MB shall fail to make any payment of principal of, or interest on, any Loan within ten (10) days of its due date, or any other amount owing in respect of any of the other obligations of Borrower under the Note, Loan Agreement or other Loan Documents within ten (10) days after notice that such amount is payable or declared due and payable.

(b) Beneficiary or MB shall fail or neglect to perform, keep or observe any other provision of this Assignment or of any of the other Loan Documents, and the same shall remain unremedied for a period ending thirty (30) days after Borrower shall receive written notice of any such failure from Assignee or any of the Lenders; provided, however, that if such failure cannot be remedied during such thirty (30) day period despite all reasonable efforts of Borrower, then such thirty (30) day period shall be extended by an additional thirty (30) days or such longer period of time (but not more than seventy five (75) days without the consent of the Required Lenders, as defined in the Loan Agreement, which shall not be unreasonably withheld) as is necessary to cure such failure as long as Borrower is proceeding diligently to cure such failure and the delay could not reasonably be expected to have a Material Adverse Effect (as defined in the Loan Agreement), unless the priority, validity or enforceability of the lien created by this Assignment, the Mortgage or any of the other Loan Documents is in imminent jeopardy, in which event no notice shall be required.

(c) Any representation or warranty herein or in any of the Loan Documents or in any written statement pursuant thereto or hereto, report, financial statement or certificate made or delivered to any Lender by Beneficiary or MB shall be untrue or incorrect in any material respect adverse to the Lenders as to Beneficiary, its subsidiaries and MB taken as a whole, as of the date when made or deemed made, provided, however, if such breach of warranty or misrepresentation is subject to being cured, Borrower shall be entitled to cure rights with respect thereto similar to those described in the Loan Agreement.

(d) Any assets of Beneficiary, any of its subsidiaries or MB shall be attached, seized, levied upon or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors of Beneficiary, any of its subsidiaries or MB and shall remain unstayed or undismissed for sixty (60) consecutive days; or any person shall apply for the appointment of a receiver, trustee or custodian for assets of Beneficiary, any of its subsidiaries or MB and shall remain unstayed or undismissed for sixty (60) consecutive days; or Beneficiary, any of its subsidiaries or MB shall have concealed, removed or permitted to be concealed or removed any part of its property with intent to hinder,

delay or defraud its creditors or any of them or made or suffered a transfer of any of its property or incurred an obligation which may be fraudulent under any bankruptcy, fraudulent conveyance or other similar law.

(e) A case or proceeding shall have been commenced against Beneficiary, any of its subsidiaries or MB in a court having competent jurisdiction seeking a decree or order in respect of Beneficiary, any of its subsidiaries or MB (i) under title 11 of the United States Code, as now constituted or hereafter amended or any other applicable federal, state or foreign bankruptcy or other similar law, (ii) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Beneficiary, any of its subsidiaries or MB or of any substantial part of its properties, or (iii) ordering the winding-up or liquidation of the affairs of Beneficiary, any of its subsidiaries or MB and such case or proceeding shall remain undismissed or unstayed for sixty (60) consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding.

(f) Beneficiary, any subsidiary of Beneficiary or MB, shall (i) file a petition seeking relief under title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy or other similar law, (ii) consent to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Beneficiary, any subsidiary of Beneficiary or MB, or any or of any substantial part of its properties, (iii) fail generally to pay its debts as such debts become due, or (iv) take any corporate action in furtherance of any such action.

(g) Any sale, transfer, lease, assignment, conveyance, pledge, lien or encumbrance made in violation of the provisions of the Loan Agreement, Mortgage or the other Loan Documents.

(h) The making of any levy, judicial seizure or attachment on the Leases, Hotel Receipts or any portion thereof, which shall remain undismissed or undischarged for a period of thirty (30) consecutive days.

(i) The occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

5. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default hereunder, Assignee or Agent may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event or Events of Default, without further notice or demand on Assignor or MB, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor, MB or any guarantor or co-maker of the Note from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee or Agent may deem necessary or proper, with full power to make from time to time all reasonable alterations, renovations, repairs or replacements thereto or thereof as may seem reasonably proper to Assignee or Agent, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee or Agent deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittance for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee or Agent, without proof of default hereunder, upon receipt from Assignee or Agent of written notice to thereafter pay all such rents and other amounts to Assignee or Agent and to comply with any notice or demand by Assignee or Agent for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's or Agent's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee or Agent;

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee or Agent may deem necessary, and any amount so paid by Assignee or Agent shall become immediately due and payable by Assignor with interest thereon until paid at the "Default Rate", as defined in the Loan Agreement, and shall be secured by this Assignment; or

(e) Exercise any other right or remedy available to Assignee or Agent under any of the other Loan Documents.

6. Application of Proceeds. All sums collected and received by Assignee or Agent out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default under the provisions of paragraph 4 of this Assignment shall be applied as follows:

(a) First, to reimbursement of Assignee or Agent for any and all expenses (including court costs and reasonable attorneys' fees) of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee or Agent may deem necessary and proper; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee or Agent may deem reasonably necessary and proper, with interest thereon at the Default Rate;

(b) Second, to reimbursement of Assignee or Agent for and of all sums expended by Assignee or Agent pursuant to paragraph 5(d) above to make any payment or do any act required herein of Assignor or Agent, together with interest thereon as provided herein;

(c) Third, to reimbursement of Assignee or Agent for and of all other sums with respect to which Assignee or Agent is indemnified pursuant to paragraph 7 below, together with interest thereon as provided herein;

(d) Fourth, to reimbursement of Assignee or Agent for and of all other sums expended or advanced by Assignee or Agent pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon as provided therein;

(e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;

and (f) Sixth, to payment of the unpaid balance of the principal sum of the Note;

(g) Seventh, any balance remaining to Assignor, its respective heirs, legatees, administrators, legal representatives successors and assigns.

7. Limitation of Assignee's and Agent's Liability. Assignee or Agent shall not be liable for any loss sustained by Assignor resulting from Assignee's or Agent's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee or Agent in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof. Assignee or Agent shall not be obligated to observe, perform or discharge, nor does Assignee or Agent hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee and Agent for, and to hold Assignee and Agent harmless of and from, any and all liability, loss or damage which Assignee or Agent may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee or Agent by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee or Agent incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This indemnity shall not cover any such matters which result from the gross negligence or wilful misconduct of Assignee or Agent. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee or Agent, nor shall it operate to make Assignee or Agent responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing herein or in the Mortgage contained, and no exercise by Assignee or Agent of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee or Agent a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee or Agent pursuant to the provisions hereof.

8. Hotel Receipts. The revenues derived from the operation of the hotel located on the Premises ("Hotel Receipts") are primarily attributable to the hotel rooms and are considered and deemed to be rents, proceeds, issues and profits from the use of the Premises and subject to the lien hereby created.

9. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee or Agent pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee or Agent of their respective rights and remedies under the Note or any of the Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee or Agent under the terms and provisions of such instruments; and Assignee or Agent may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily

liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

10. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

11. Security Deposits. Assignor hereby acknowledges that Assignee has not received nor been transferred any security deposited by any tenant with lessor under the terms of the Existing Leases and that Assignee assumes no responsibility or liability for any security so deposited.

12. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

13. Benefit. This Assignment is binding upon Trustee and Beneficiary, and his, her or its respective general partners; if any, joint venturers, if any, heirs, legatees, legal representatives, administrators, successors and permitted assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns, including without limitation, the holder from time to time of the Note and the Lenders.

14. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

15. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations (except for contingent obligations of Borrower with respect to undertakings, agreements, covenants, warranties and representations contained in the Loan Documents which survive the termination or cancellation of the financing arrangements described in the Loan Agreement and other Loan Documents) secured hereby and by the Loan Documents.

16. Governing Law. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Indiana.

17. Notices. All notices and demands which are required or permitted to given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

18. Signature by Trustee. This Assignment os executed by Trustee, not personally, but solely as Trustee of the Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Trustee personally to pay the Note or any interest that may accrue therein, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee and its successors and assigns personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall

look solely to any one or more of: (a) the Premises and the rents, issues and profits thereof, for the payment thereof, by enforcement of the lien created by the Mortgage and by this Assignment, in the manner herein and in the Loan Documents provided; (b) assets of the Trust held under the Trust Agreement therefor; (c) the personal liability of Beneficiary and Borrower under the Note and Loan Documents; or (d) enforcement of the liens and security interests created by the other Loan Documents and any security given to secure said indebtedness.

19. THE PARTIES HERETO EACH AGREE TO SUBMIT TO PERSONAL JURISDICTION AND TO WAIVE ANY OBJECTION TO VENUE IN THE COUNTY OF COOK, STATE OF ILLINOIS. SERVICE OF PROCESS ON EITHER ASSIGNOR OR COLLATERAL AGENT SHALL BE EFFECTIVE IF MAILED TO SUCH PARTY AT THE ADDRESS LISTED IN THE MORTGAGE. TRUSTEE AND DEBTOR HEREBY IRREVOCABLY APPOINT CT CORPORATION SYSTEM AS ITS AGENT FOR THE PURPOSE OF ACCEPTING THE SERVICE OF ANY PROCESS WITHIN THE STATE OF ILLINOIS. TRUSTEE AND BENEFICIARY HEREBY AGREE THAT NOTHING HEREIN SHALL PRECLUDE COLLATERAL AGENT OR AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION.

NOT OFFICIAL!

20. MUTUAL WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES HERETO WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), TRUSTEE, BENEFICIARY AND ASSIGNEE DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, TRUSTEE, BENEFICIARY AND ASSIGNEE WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS. BENEFICIARY AND TRUSTEE ACKNOWLEDGES THAT AGENT, ASSIGNEE AND THE LENDERS HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS TO WHICH THEY ARE PARTIES BY, AMONG OTHER THINGS, THE WAIVERS CONTAINED HEREIN.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Trustee and Beneficiary have executed this instrument the day and year first above written.

TRUSTEE:

Mercantile National Bank of Indiana, not personally, but solely as Trustee aforesaid:

By: [Signature]
Its: Senior Vice President and Trust Officer

Attest: [Signature]
Its: DAVID FORBES
Vice President and Trust Officer

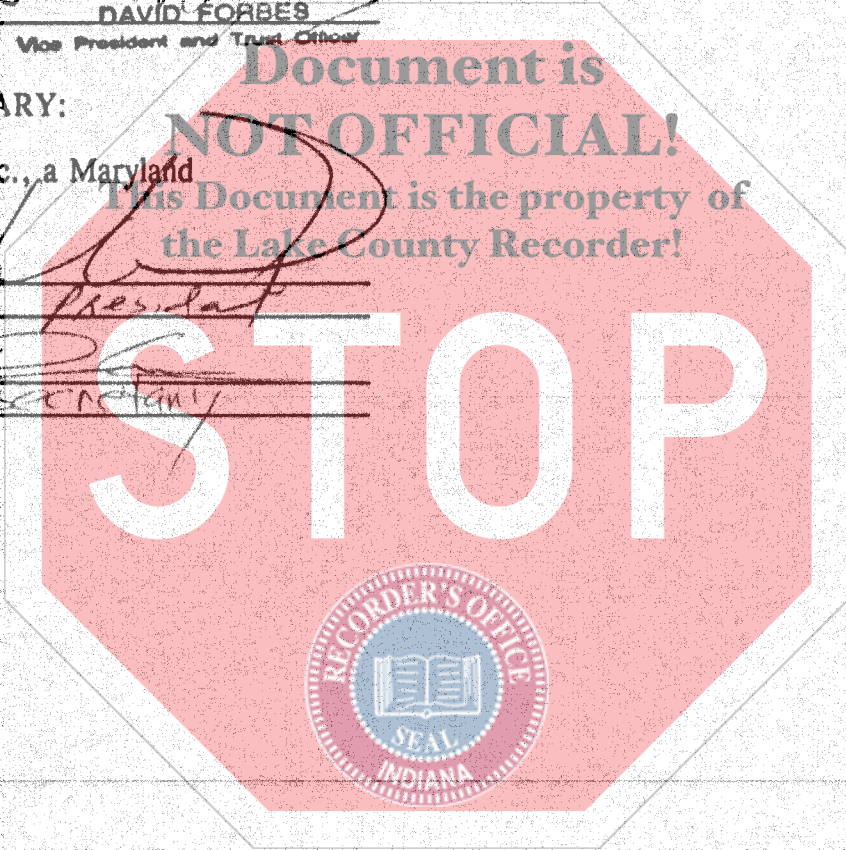
BENEFICIARY:

MB Inn, Inc., a Maryland corporation

By: [Signature]
Its: President

Attest: [Signature]
Its: Secretary

(40062453)



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that H. Chris Carlstead, Jr., the President of MB Inn, Inc., and Dennis C. Gilley, the Vice President and Secretary of MB Inn, Inc. ("Beneficiary"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Vice President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Beneficiary, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 1996.

[SEAL]

"OFFICIAL SEAL"
DIANE M. KUBEL
Notary Public, State of Illinois
My Commission Expires June 1, 1999

Diane M. Kubel
NOTARY PUBLIC

My commission expires:

6/1/99
This Document is the property of
the Lake County Recorder!



STATE OF INDIANA)
)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that H. F. SMIDDY, the Senior Vice President and Trust Officer of Mercantile National Bank of Indiana ("Trustee"), and DAVID FORBES the Vice President and Trust Officer of Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of April, 1996.

[SEAL]

Document's
NOT OFFICIAL!
Denise Restauri
Notary Public

My commission expires: 11-17-98

DENISE RESTAURI

My Commission Expires: 11/17/

County of Residence: LAKE

STOP



EXHIBIT 1

LEGAL DESCRIPTION:

PARCEL 1:

PART OF LOT 6 DESCRIBED AS FOLLOWS: STARTING AT THE NORTHEAST CORNER OF LOT 6 PROCEED SOUTH 17 DEGREES 37 MINUTES 37 SECONDS WEST A DISTANCE OF 734.04 FEET; THENCE PROCEED SOUTH 81 DEGREES 10 MINUTES WEST A DISTANCE OF 323.20 FEET; THENCE PROCEED NORTH 21 DEGREES 57 MINUTES 54 SECONDS EAST A DISTANCE OF 946.34 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF LOT 6 SAID POINT BEING 227.42 FEET NORTHWEST OF THE NORTHEAST CORNER OF SAID LOT 6; THENCE PROCEED SOUTH 55 DEGREES 36 MINUTES 48 SECONDS EAST A DISTANCE OF 227.42 FEET TO THE POINT OF BEGINNING, ALL IN KENNEDY INDUSTRIAL PARK, HAMMOND, INDIANA, AS SHOWN IN PLAT BOOK 38, PAGE 27, AND RE-RECORDED IN PLAT BOOK 38, PAGE 55, IN LAKE COUNTY, INDIANA.

PARCEL 2:

PART OF LOT 6, KENNEDY INDUSTRIAL PARK, HAMMOND, INDIANA DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER OF LOT 6 PROCEED SOUTH 55 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 227.43 FEET; THENCE PROCEED SOUTH 21 DEGREES 57 MINUTES 54 SECONDS WEST A DISTANCE OF 528.58 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH 21 DEGREES 57 MINUTES 59 SECONDS WEST A DISTANCE OF 251.02 FEET; THENCE PROCEED SOUTH 79 DEGREES 28 MINUTES 01 SECONDS WEST A DISTANCE OF 320.08 FEET MORE OR LESS TO A POINT IN THE WEST LINE OF LOT 6; SAID POINT BEING 1001.58 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LOT 6; THENCE PROCEED NORTH 24 DEGREES 42 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF LOT 6 A DISTANCE OF 423.42 FEET; THENCE PROCEED SOUTH 68 DEGREES 2 MINUTES 6 SECONDS EAST A DISTANCE OF 249.33 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN KENNEDY INDUSTRIAL PARK ADDITION TO THE CITY OF HAMMOND AS MARKED AND LAID DOWN IN PLAT BOOK 38, PAGE 55 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.