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**ABSOLUTE ASSIGNMENT OF RENTS AND LEASES  
BORROWER ASSIGNOR**

This Assignment is executed and delivered at Merrillville, Indiana as of this 22nd day of January, 1997 by John Tica and Kevin Patrick ("Assignor"), whose mailing address is 3902 Main Street, East Chicago, Indiana, to NATIONAL CITY BANK OF INDIANA ("Bank"), a national banking association having its banking office at 101 W WASHINGTON ST, INDIANAPOLIS, INDIANA 46256. This Assignment relates to a mortgage (the "Mortgage") given by Assignor to Bank on January 22, 1997, upon certain real property (the "Premises") situated in the City of East Chicago, Lake County, Indiana as is more particularly described on Exhibit A which is attached to and made a part of this Assignment.

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**1. Absolute Assignment.** Assignor hereby absolutely assigns to Bank all of Assignor's right, title, and interest, now or hereafter existing, in and to (a) all now or hereafter existing leases, licenses, and other agreements granting any one or more Persons any right to enter upon, occupy, possess, deplete, or use all or any part of the Premises or any interest therein, whether or not any such lease, license, or agreement is reduced to writing or is prohibited by the terms of the Mortgage, and all amendments, modifications, extensions, and renewals of any thereof, including, without limitation, each such lease described in Exhibit B, if any, which is attached to and hereby made a part of this Assignment, (b) all other now or hereafter existing Lease Documents, (c) all chattel paper, deposits, documents, general intangibles, incorporeal hereditaments, and instruments, arising out of or in connection with the Premises, any Subject Lease or other Lease Document, or any transaction consummated or contemplated thereby, (d) all Lease Receivables, (e) all replacements and substitutions for all or any part of the property hereinbefore described and all additions and accessions thereto, (f) all property (except any consumer goods), tangible or intangible, in which Assignor now has or hereafter acquires any rights and which now or hereafter is in Bank's control (by document of title or otherwise) or possession or is owed by Bank to Assignor, including, without limitation, the receivables collection account described in subsection 6.4, and (g) all Proceeds of all or any part of the property hereinbefore described.

**2. Conditional License.** Immediately after the assignment of the Lease Receivables pursuant to section 1, Bank shall be deemed to have granted (without recourse and without any representation or warranty, express or implied, in fact or by law) to Assignor a non-transferable license to collect the Lease Receivables, as and when due, in the ordinary course of business for the benefit of both Bank and Assignor at no cost or expense to Bank. The license hereby granted shall terminate immediately upon the giving of any notice pursuant to subsection 6.2. All payments collected by Assignor shall be deposited pursuant to subsection 6.4, and shall, subject to any contrary provision of section 6, be applied by Assignor as follows: *first*, to the payment of all assessments, levies, taxes, and other charges pertaining to the Premises, and to the payment of all repair, maintenance, and preservation costs in respect thereof; *second*, to the payment of all premiums for insurance required by the Mortgage; *third*, to the payment of all Subject Debt then owing and evidenced by any promissory note, guaranty of payment, or reimbursement agreement described in the Mortgage; *fourth*, to the payment of any other Subject Debt then owing by Assignor; *fifth*, to the satisfaction of Assignor's obligations under the Subject Leases; and *sixth*, in such manner as Assignor may from time to time deem advisable.

**3. Definitions.** As used in this Assignment, except where the context clearly requires otherwise, "Affiliate" means, when used with reference to any Person (the "subject"), a Person that is in control of, under the control of, or under common control with, the subject, the term "control" meaning the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; "Assigned Property" means all of the property assigned to Bank pursuant to this Assignment; "Assignment" means this Absolute Assignment of Rents and Leases (including, without limitation, each amendment, if any, hereto); "Bank Debt" means, collectively, all Debt to Bank, whether incurred directly to Bank or acquired by it by purchase, pledge, or otherwise, and whether participated to or from Bank in whole or in part; "Debt" means, collectively, all obligations of the Person or Persons in question, including, without limitation, every such obligation whether owing by one such Person alone or with one or more other Persons in a joint, several, or joint and several capacity, whether now owing or hereafter arising, whether owing absolutely or contingently, whether created by loan, overdraft, guaranty of payment, or other contract, or by quasi-contract, tort, statute, other operation of law, or otherwise; "Default" means (a) the nonpayment of the Subject Debt or any part thereof when due or (b) the occurrence or existence of any event, condition, or other thing (other than any event, condition, or other thing which would constitute a "Default" pursuant to the next preceding clause (a)) which gives (or which with the lapse of any applicable grace period, the giving of notice, or both would give) Bank the right to accelerate or which automatically accelerates the maturity of any of the Subject Debt; "Lease Document" means, any Subject Lease or any other writing of any kind executed or delivered at any time pursuant to any Subject Lease or in connection with any of the transactions consummated or contemplated thereby, including, without limitation, any authorization or resolution, any certificate, any check or draft, any document, any guaranty, any financial statement, any invoice or other notice, any legal opinion, any sublease (whether or not permitted pursuant to the terms of this Assignment), and any other writing of any kind executed or delivered at any time pursuant any Subject Lease or in connection with the transactions consummated or contemplated thereby; "Lease Obligor" means any Person who, or any of whose property, shall at the time in question be obligated in respect of all or any part of a Lease Receivable or any part thereof and (in addition to any Lessee) includes, without limitation, co-makers, indorsers, guarantors, pledgors, hypothecators, mortgagors, and any other Person who agrees, conditionally or otherwise, to make any loan to, purchase from, or investment in, any other Lease Obligor or otherwise assure Assignor against loss on any Lease Receivable; "Lease Receivable" means, any claim for or right to payment arising out of or in connection with the Premises, any Subject Lease or other Lease Document, or any transaction consummated or contemplated thereby, whether contingent or fixed, whether classified as an account, a general intangible, an incorporeal hereditament, or otherwise, whether or not evidenced by any writing, and, if so evidenced, whether evidenced by chattel paper, one or more instruments, or otherwise, however characterized, whether as rent of any kind, issues, profits, royalties, payments in lieu of rent, damages, fees, indemnities, insurance proceeds, the purchase price payable upon the exercise of any option, reimbursements, or otherwise; "Obligor" means any Person who, or any of whose property, shall at the time in question be obligated in respect of all or any part of the Subject Debt and (in addition to Assignor and each Lease Obligor) includes, without limitation, co-makers, indorsers, guarantors, pledgors, hypothecators, mortgagors, and any other Persons who agrees, conditionally or otherwise, to make any loan to, purchase from, or investment in, any other Obligor or otherwise assure that Obligor's creditors or any of them against loss; "Person" means an individual or entity of any kind, including, without limitation, any association, company, cooperative, corporation, partnership, trust, governmental body, or any other form or kind of entity; "Prime Rate" means the fluctuating rate per annum which is publicly announced from time to time by Bank at its banking office as being its so-called "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Bank on fluctuating-rate loans; "Proceeds" means whatever is received or receivable upon sale, exchange, collection, or other disposition of any property or Proceeds, whether directly or indirectly, and includes, without limitation, the proceeds of any casualty, liability, or title insurance relating to any such property and any goods or other property returned after any such sale, exchange, collection, or other disposition; "Related Writing" means this Assignment and any indenture, note, guaranty, assignment, mortgage, security agreement, subordination agreement, notice, financial statement, legal opinion, certificate, or other writing of any kind pursuant to which all or any part of the Bank Debt of Assignor is issued, which evidences or secures all or any part of the Bank Debt of Assignor, which governs the relative rights and priorities of Bank and one or more other Persons to payments made by, or the property of, any Obligor, which is delivered to Bank pursuant to another such writing, or which is otherwise delivered to Bank by or on behalf of any Person (or any employee, officer, auditor, counsel, or agent of any Person) in respect of or in connection with all or any part of the Bank Debt of Assignor, and includes, without limitation, each Subject Lease and each other Lease Document; "Subject Debt" shall have the meaning ascribed thereto in the Mortgage; "Subject Lease" means any now or hereafter existing lease, license, or agreement assigned to Bank pursuant to this Assignment, and the term "Subject Lease" may mean either the intangible estate, interest, or agreement, as the case may be, any writing representing that estate, interest, or agreement, or both, as the context requires; and the foregoing definitions shall be applicable to the respective plurals of the foregoing defined terms.

**4. Representations and Warranties.** Assignor represents and warrants to Bank as follows:

**4.1. Existence.** Assignor is *Authority and Enforceability of this Assignment*. Each Person, if any, executing and delivering this Assignment on behalf of Assignor or any other Person has been duly authorized to do so, and this Assignment is valid and enforceable against Assignor in accordance with its terms.

**4.2. Location of Assignor.** Assignor's chief executive office (or residence, if Assignor is an individual) is located at 3902 Main Street, East Chicago, Indiana 46312. Assignor keeps all of Assignor's records relating to the Assigned Property at Assignor's chief executive office.

**4.3. Authority and Enforceability of Lease Documents.** Each existing Subject Lease has been duly executed and delivered by or on behalf of Assignor and the Lessee thereunder and any Person signing on behalf of them, respectively. Each agreement contained in each Subject Lease or

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any other Lease Document is in full force and effect, and is valid and enforceable in accordance with its terms against Assignor, Lessee, or any other Person purportedly bound thereby. Possession of the Premises has been delivered to and accepted by Lessee, and Lessee has not revoked, and is not entitled to revoke, its acceptance thereof.

**4.4. Ownership.** Assignor owns the Subject Leases and the Lease Receivables absolutely free from any assignment, attachment, lease, license, mortgage, security interest, or other lien, and free from any other claim, right, or interest of any kind, except for the right of each Lessee to possess and use the Premises pursuant to the Subject Lease to which that Lessee is a party and except for any in favor of or consented to by Bank. No assignment, financing statement, mortgage, or other writing (except any evidencing any lien or interest expressly permitted by this Assignment) describing the foregoing Assigned Property or any part thereof is on file in any public office.

**4.5. No Restraint on Alienation.** Nothing in any Subject Lease or any other Lease Document conditions, prohibits, or otherwise limits the assignment thereof pursuant to this Assignment or Assignor's sale, assignment, or other transfer of all, any part of, or any interest in, that Subject Lease, the Premises, or the Lease Receivables in respect of that Subject Lease.

**4.6. Delivery.** Prior to or concurrently with the execution and delivery of this Assignment, Assignor has delivered to Bank an executed counterpart of each existing Subject Lease and each other Lease Document. Each Subject Lease and each other Lease Document relating to that Subject Lease is what it purports to be and constitutes the entire agreement of Assignor, the Lease Obligors in respect thereof and any other Persons as to the subject matter thereof, there being no amendment, supplement, or other modification thereof or thereto.

**4.7. Lease Receivables.** No payments in respect of any Lease Receivable have heretofore been paid by any Lease Obligor, except if and to the extent set forth in Exhibit B, if any, to this Assignment. No security deposit has been made by any Lease Obligor under or in connection with any Lease Document except as expressly set forth therein. No Person (whether Assignor, any Lease Obligor, or any other Person) is in default in any manner under any Subject Lease or any other Lease Document and no assertion has been made that any Person is in default thereunder in any manner. No Lease Obligor has any right to assert any claim, counterclaim, crossclaim, defense, offset, or recoupment of any kind against Assignor or its successors and assigns.

**4.8. No Government Lease Receivables.** Except if and to the extent set forth in Exhibit B, if any, to this Assignment, no Lease Receivable arises out of a contract with or order from the United States of America or any department, agency, instrumentality, or political subdivision thereof.

**4.9. Compliance with Law.** Assignor has fully complied with all laws (whether federal, state, or local and whether statutory, administrative, judicial, or other) and with every lawful governmental order (whether administrative or judicial) pertaining to the transactions consummated or contemplated pursuant to the Subject Lease and each other Lease Document.

**5. General Provisions Applicable to All Assigned Property.** The provisions of this section 5 shall apply in all cases:

**5.1. Further Assurance.** Assignor will, at Assignor's expense, make and do, and cause Lessee to make and do, all such acts and things (including, without limitation, the delivery to Bank of any chattel paper, document, instrument, or other writing of any kind the possession of which perfects a security interest therein) as Bank may from time to time require for the better evidencing, perfection, protection, or validation of, or realization of the benefits of, this Assignment. Without limiting the generality of the foregoing, Assignor will, at Assignor's expense, upon each request of Bank, (a) sign and file or permit Bank to file such financing statements and other writings as Bank may from time to time require and in such public offices as Bank may from time to time require, (b) comply with every other requirement deemed necessary by Bank for the perfection of this Assignment, (c) execute and deliver such affidavits, assignments, financing statements, endorsements of specific items of Assigned Property, mortgages, powers of attorney, security agreements, and other writings, as Bank may from time to time require, each in such form and substance satisfactory to Bank, (d) cause each Lessee, if Bank shall so request, to make any act or thing described in clauses (a) through (c), both inclusive, of this subsection. Without diminishing or impairing any obligation of Assignor under this Assignment, a carbon, photographic, or other reproduction of this Assignment shall be sufficient as a financing statement.

**5.2. Notice.** Assignor will give Bank

(a) not less than seven (7) days' prior written notice of any change in Assignor's name, in the location of its chief executive office, or in the location at which it keeps any records relating to the Assigned Property or any part thereof, or of any other change in circumstances which affects or may affect the continuing efficacy of any financing statement filed in respect of this Assignment or the continuing status of this Assignment as the first priority interest (subject to any in favor of or consented to by Bank) in the Assigned Property or any part thereof,

(b) immediate written notice whenever any Person other than Assignor or Bank claims any lien or other right or interest of any kind in any of the Assigned Property, except for any lien, right, or interest in favor of or consented to by Bank,

(c) immediate written notice, together with a true and complete copy of any writing delivered to Assignor in connection with the event, condition, or other thing to which the notice relates, whenever Assignor learns that there has occurred or commenced to exist any event, condition, or other thing which constitutes (or which with the lapse of any applicable grace period, the giving of notice, or both would constitute) a default by Assignor, any Lease Obligor, or any other Person who or any of whose property is obligated upon any obligation evidenced by any Subject Lease or any other Lease Document, or

(d) immediate written notice whenever any Lease Receivable arises out of a contract with or order from the United States of America or any department, agency, instrumentality, or political subdivision thereof.

**5.3. Records.** Assignor will at all times keep accurate and complete records of the Assigned Property. Bank (or one or more Persons selected by Bank) shall have the right at all reasonable times to examine, inspect, and make extracts from Assignor's books and records and to examine, appraise, and protect the Assigned Property.

**5.4. Dispositions and Encumbrances.** Assignor will not, without in each case obtaining Bank's consent,

(a) sell or otherwise dispose of any Assigned Property or any interest therein or

(b) suffer or permit any Assigned Property (i) to be or become subject to any assignment, lease, license, attachment, mortgage, security interest, or other lien, or any other claim, right, or interest of any kind, except for the right of each Lessee to possess and use the Premises pursuant to each Subject Lease to which that Lessee is a party and except for any in favor of or consented to by Bank or (ii) to be described in any mortgage, financing statement, or other writing, except any evidencing any lien or interest expressly permitted by this Assignment.

**5.5. Amendment, Cancellation, and Sublease.** Without in each case obtaining Bank's prior consent, Assignor will not

(a) amend, supplement, or otherwise modify any Subject Lease or any other Lease Document, cancel or terminate any Subject Lease or other Lease Document, or suffer or permit the cancellation or termination of any Subject Lease or any other Lease Document,

(b) grant any waiver or consent to, or enter into any compromise with, any Lessee or any other Person liable on any Lease Receivable, release (regardless of whether Assignor receives any consideration therefor) any security for or Lease Obligor liable on any Lease Receivable, or grant any Lease Obligor any other indulgence in respect thereof,

(c) accept any prepayment in respect of any Lease Receivable or discount any Lease Receivable,

(d) suffer or permit Lessee to subordinate, sublease, sell or otherwise transfer any of its interests in any Subject Lease, any other Lease Document, or the Premises, or

(b) suffer or permit the merger of the estate of any Lessee under any Subject Lease to merge with and into the interest of Assignor in the Premises or any part thereof, except as expressly provided pursuant to that Subject Lease.

Any amendment, supplement, modification, waiver, consent, or compromise undertaken in contravention of this subsection 5.5 shall be null and void from the beginning.

**5.6. Amendments, Estoppels, and Agreements Required by Bank.** Upon each request of Bank, Assignor will

(a) enter into such amendments, supplements, and modifications of each Subject Lease as shall be required by Bank and agreed to by the respective Lessees thereunder and

(b) cause each Lessee to execute and deliver to Bank, in form and substance satisfactory to Bank, an estoppel certificate and an agreement pursuant to which the Lessee shall attorn in favor of Bank and subordinate all right, title, and interest of the Lessee in and to the Premises in favor of the right, title, and interest of Bank therein.

**5.7. Enforcement.** Assignor will, until any Default shall have occurred and thereafter unless and until Bank shall have advised Assignor to the contrary, but subject to the provisions of subsection 5.5, enforce each agreement contained in any Lease Document that is on any Lease Obligor's part to be complied with, all at no cost or expense to Bank,

**6. Provisions Applicable to Lease Receivables.** The provisions of this section 6 shall apply with respect to Lease Receivables:

**6.1. Collection of Lease Receivables by Assignor.** Subject to the provisions of subsection 6.2, Assignor will, for so long as the license granted pursuant to section 2 remains in effect, collect the Lease Receivables, as and when due, in the ordinary course of business for the benefit of both Bank and Assignor at no cost or expense to Bank.

**6.2. Direct Payment to Bank.** Bank shall have the right, at any time and from time to time, by giving prior notice to Assignor, to (a) terminate the license granted pursuant to section 2 and (b) instruct Lease Obligors, at Assignor's expense, to thereafter make their payments in respect of the Lease Receivables directly to Bank. Following Bank's exercise of such right, Assignor will not, without in each case first obtaining Bank's consent, demand payment in respect of any Lease Receivable, and if Assignor shall at any time receive any payment in respect of any Lease Receivable, Assignor will in each case give Bank prompt notice thereof, hold the amount so received in trust for the benefit of Bank, and promptly remit the same to Bank in the very form in which received but with all necessary indorsements and assignments to facilitate Bank's collection thereof.

**6.3. Authority of Lease Obligors.** Assignor irrevocably authorizes and directs each Lease Obligor to honor any demand by Bank that all payments in respect of the Lease Receivables thereafter be paid directly to Bank. In each such case the Lease Obligor may continue directing all such payments to Bank until the Lease Obligor shall have received written notice from Bank either that the Subject Debt has been paid in full or that Bank no longer claims an interest in the Lease Receivables. No Lease Obligor shall have any responsibility to inquire into Bank's right to make any such demand or to follow Bank's disposition of any moneys paid to Bank by the Lease Obligor.

**6.4. Deposits.** All payments in respect of the Lease Receivables shall, at Bank's option, be deposited either to a checking account maintained by Assignor with Bank or to a receivables collection account which shall bear no interest, over which Bank shall have sole dominion and control, and from which only Bank may withdraw funds, whichever option Bank shall from time to time elect by giving Assignor written notice thereof. Bank shall have no responsibility to ascertain whether any such payment is the correct amount owing. Each such deposit shall be subject to Bank's general rules and regulations except to the extent, if any, inconsistent with this Assignment.

**6.5. Withdrawal and Application of Funds.** Bank may from time to time withdraw funds from the receivables collection account at will. Bank shall be under no obligation to withdraw funds from the receivables collection account, except that upon each request of Assignor, Bank shall, if no Default then exists, withdraw all such funds that are then collected. All funds so withdrawn shall be applied to the payment of the Subject Debt with such allocation to the respective parts thereof and the respective due dates thereof as Bank in its sole discretion may from time to time deem advisable (except that so long as no Default exists, Bank shall not apply any such withdrawal to any Subject Debt that is not then due or scheduled to become due within thirty-one (31) days thereafter without first obtaining Assignor's consent). If any funds so withdrawn and applied are recovered from Bank by any trustee in bankruptcy or any other Person or are discovered not to have been collected and collection thereof is denied to Bank, Bank shall have the right to reverse any such application to the extent the funds are recovered from or not collected by Bank. Bank in its discretion may from time to time release to Assignor (or to Assignor's order) any of the funds then held in the receivables collection account, but no such release or releases shall commit Bank thereafter to make any further or other such releases.

**6.6. Vouchers, Receipts, and Indorsements.** Bank shall have full power and authority to execute and deliver such vouchers and receipts in respect of the Lease Receivables, such indorsements of checks, and such other writings in respect of the foregoing as Bank may from time to time deem advisable. In connection with the foregoing Bank shall have full power and authority to sign Assignor's signature to all such vouchers, receipts, indorsements, and other writings whenever Bank deems such action advisable.

**6.7. Verification of Lease Receivables.** Bank shall have the right, at any time and from time to time, to arrange for verification of Lease Receivables directly with Lease Obligors or by such other methods as Bank shall deem advisable.

**7. Effects of Default.** If any Default shall occur or commence to exist, then, and in each such case, Bank shall have the following rights:

**7.1. Possession of Records.** Assignor will, on Bank's demand, deliver to Bank all of Assignor's books and records in respect of the Assigned Property.

**7.2. Enforcement of Rights.** Bank shall have the right in its sole discretion to enforce or attempt to enforce payment of the Lease Receivables by suit or otherwise, and to maintain and enforce rights in respect of any Assigned Property. Without limiting the generality of the foregoing, Bank shall have the right upon any default under any Lease Document, to (a) enter and take possession of the Premises or any part thereof, and to make and do all such acts and things as Bank shall deem advisable in respect of the operation and maintenance of the Premises, (b) demand and sue for possession of the Premises, or any part thereof, and (c) relet the Premises or any part thereof and to deal with the Lease Receivables thereunder pursuant to this Assignment. Each such entry and taking possession of the Premises or any part thereof may be made by written notice served personally upon or sent by registered or certified mail to the address of each Lessee appearing on the records of the Bank, and no further authorization or notice shall be required. Bank shall have no duty to institute any suit or to take any other action authorized by this subsection 7.2, to realize on the Lease Receivables (or any security therefor), or, having started any suit or attempt, to thereafter continue the same. In each case Bank may proceed with counsel of Bank's choosing.

**7.3. Exercise of Rights.** Bank shall have full power and right to exercise any and all rights in respect of the Assigned Property as if Bank were the sole beneficial owner thereof and may, without limitation, grant such waivers and consents to, and enter into such compromises with, the Lease Obligors, release (regardless of whether Bank receives any consideration therefor) any security for or any Lease Obligor, and grant the Lease Obligors such other indulgences as Bank in good faith may from time to time deem advisable.

**8. Power of Attorney.** Assignor hereby irrevocably constitutes and appoints Bank, through its employees and agents, with full power of substitution, as Assignor's true and lawful attorney-in-fact, with full irrevocable power and authority in the place of Assignor and in the name of Assignor or in Bank's own name, for the purpose of carrying out the terms of this Assignment, to perform, at any time and from time to time,

(a) each agreement contained in this Assignment that is on Assignor's part to be complied with and

(b) each agreement contained in any Lease Document that is on Assignor's part to be complied with, in each case in which Bank believes in good faith that Assignor is or will be in default thereof,

and to take any and all actions and to execute and deliver any and all writings which may be necessary or desirable to give Bank the full benefit of this Assignment, in each case as Bank may from time to time deem advisable. Assignor hereby agreeing that Bank shall owe no duty whatever to Assignor to perform any such agreement, to take any such action, or to execute or deliver any such writing, or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Assignor hereby irrevocably authorizes Bank, at any time and from time to time, to (i) fill in any blank space contained in this Assignment or any other Related Writing, (ii) to correct patent errors, to complete and correct the description of Assigned Property, and to complete the date herein or therein, and (iii) to sign on Assignor's behalf and file, at Assignor's expense and without Assignor's signature, such affidavits, assignments, financing statements, indorsements of specific items of Assigned Property, mortgages, powers of attorney, security agreements, and other writings as Bank may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of, this Assignment.

**9. Unconditional and Continuing Interest.** Assignor's obligations under this Assignment and the assignment to Bank pursuant to this Assignment are effective immediately, and (except for obligations surviving indefinitely pursuant to section 17) those obligations and Bank's interest in the Assigned Property shall continue in full effect until the Subject Debt shall have been paid in full and thereafter until Bank shall have delivered to Assignor (or such other Person or Persons who Bank determines in good faith to be entitled to the same) all Assigned Property (except any applied to the Subject Debt) in Bank's possession and until the Mortgage and each assignment, financing statement, or other writing describing the Assigned Property or any part thereof and naming Bank (or its successor or assigns, if any) as assignee or secured party, as the case may be, shall have been released or terminated of record as to all of the Assigned Property therein described, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Subject Debt is outstanding, regardless of any act, omission, or course of dealing whatever on Bank's part, and regardless of any other event, condition, or thing.

**10. Defeasance.** Upon payment in full of the Subject Debt, the delivery of all Assigned Property in Bank's possession as hereinbefore provided, and the release or termination of record of the Mortgage and each assignment, financing statement, or other writing describing the Assigned Property or any part thereof and naming Bank (or its successor or assigns, if any) as assignee or secured party, then this Assignment (except for obligations surviving indefinitely pursuant to section 17) shall be void.

**11. Assignor's Assent to Extensions, Releases, and Settlements.** With respect to the Lease Receivables, Assignor assents to any extension or postponement of the time of payment thereof or any other indulgence in connection therewith, to any exchange, release, replacement, or substitution of Assigned Property, to any addition or release of any Lease Obligor, to any acceptance of any partial payment thereon, and to any adjustment, compromise, or settlement in respect thereof, all in such manner and at such time or times as Bank shall deem advisable.

**12. Bank's Duties Limited.** Bank shall have no duty as to the collection or protection of Assigned Property or any income therefrom, nor as to the preservation of rights against other Persons, beyond the safe custody of any Assigned Property in Bank's possession. Bank shall have no liability for its delivery of any property to any Person or Persons who Bank determines in good faith to be entitled to the same. Neither Bank nor any of its successors or assigns shall be liable to account for any Lease Receivables or any Proceeds thereof accruing or arising at any time after Assignor is barred and foreclosed of Assignor's equity of redemption in the Premises.

**13. No Setoff.** Assignor hereby waives any and all now existing or hereafter arising rights to recoup or offset any obligation of Assignor under or in connection with this Assignment or any Related Writing against any claim or right of Assignor against Bank.

**14. Indemnity: Administration, Enforcement, and Termination; Interest.** Assignor will reimburse Bank, on Bank's demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by Bank in administering this Assignment and in enforcing, exercising, or protecting its rights under this Assignment or under applicable law, or in attempting to do any of the foregoing. Assignor agrees that if and when Bank's interest in the Assigned Property shall have defeased in accordance with the provisions of this Assignment, Assignor will, on Bank's demand from time to time, reimburse Bank for any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by Bank in releasing or terminating each assignment, financing statement, or other writing signed pursuant to this Assignment or in notifying Lessees of any such release or termination. If any amount owing under this Assignment is not paid when due, then, and in each such case, Assignor shall pay, on Bank's demand, interest on that amount from the due date thereof until paid in full at a fluctuating rate equal to four percent (4%) per annum plus the Prime Rate.

**15. Indemnity: Lease Documents.** Assignor will indemnify Bank, its shareholders, directors, officers, employees, agents, and independent contractors and their respective successors and assigns, against any liabilities and any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) arising out of or in connection with any Lease Document, any Assigned Property, any Lease Receivable, or any action or inaction under or in connection with any of the foregoing. If any amount owing under this Assignment is not paid when due, then, and in each such case, Assignor shall pay, on Bank's demand, interest on that amount from the due date thereof until paid in full at a fluctuating rate equal to four percent (4%) per annum plus the Prime Rate.

**16. Waivers; Remedies; Application of Payments.** Bank may from time to time in its discretion grant waivers and consents in respect of this Assignment or any other Related Writing or assent to amendments thereof, but no such waiver, consent, or amendment shall be binding upon Bank unless set forth in a writing (which writing shall be narrowly construed) signed by Bank. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by Bank shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as Bank may deem expedient. Each right, power, or privilege specified or referred to in this Assignment is in addition to and not in limitation of any other rights, powers, and privileges that Bank may otherwise have or acquire by operation of law, by other contract, or otherwise. Bank shall be entitled to equitable remedies with respect to each breach or anticipatory repudiation of any provision of this Assignment, and Assignor hereby waives any defense which might be asserted to bar any such equitable remedy. Bank shall have the right to apply cash Proceeds of the Assigned Property and payments in respect of the Subject Debt with such allocation to the respective parts thereof and the respective due dates thereof as Bank in its sole discretion may from time to time deem advisable. Bank's collection of Lease Receivables after the institution of foreclosure proceedings shall neither cure any Default nor affect those proceedings or any sale pursuant thereto.

**17. Other Provisions.** The provisions of this Assignment shall bind Assignor and Assignor's executors, heirs, successors, and assigns and benefit Bank and its successors and assigns. Except for Assignor and Bank and their respective successors and assigns, there are no intended beneficiaries of this Assignment, provided, that Bank shall have the right, in its discretion, to designate, at any time and from time to time, (a) one or more Lease Obligors as intended beneficiaries of subsection 6.3, (b) one or more of Bank's shareholders, directors, officers, employees, agents, and independent contractors and their respective successors and assigns as intended beneficiaries of section 15. Bank shall have the right, at any time and from time to time, to assign all or any part of the Assigned Property to any subsequent holder of the Subject Debt in whole or in part or to any Person acquiring title to the Premises through foreclosure or otherwise. The provisions of sections 11 through 20, both inclusive, shall survive the payment in full of the Subject Debt and the defeasance of the assignment made pursuant to section 1. The several captions to different sections and subsections of this Assignment are inserted for convenience only and shall be ignored in interpreting the provisions thereof. Each reference to a section includes a reference to all subsections thereof (i.e., those having the same character or characters to the left of the decimal point), except where the context clearly does not so permit. If any provision in this Assignment shall be or become illegal or unenforceable in any case, then that provision shall be deemed modified in that case so as to be legal and enforceable to the maximum extent permitted by law while most nearly preserving its original intent, and in any case the illegality or unenforceability of that provision shall affect neither that provision in any other case nor any other provision. Interest for any given period shall accrue on the first day thereof but not on the last day thereof (unless the last day is the first day) and in each case shall be computed on the basis of a 360-day year and the actual number of days in the period. In no event shall interest accrue at a higher rate than the maximum rate, if any, permitted by law. Bank shall have the right to furnish to its Affiliates, and to such other Persons as Bank shall deem advisable for the conduct of its business, information concerning the business, financial condition, and property of Assignor, the amount of the Bank Debt of Assignor, and the terms, conditions, and other provisions applicable to the respective parts thereof. This Assignment shall be governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.

**18. Integration.** This Assignment and, to the extent consistent with this Assignment, the other Related Writings, set forth the entire agreement of Assignor and Bank as to its subject matter, and may not be contradicted by evidence of any agreement or statement unless made in a writing (which writing shall be narrowly construed) signed by Bank contemporaneously with or after the execution and delivery of this Assignment.

19. **Notices and Other Communications.** Each notice, demand, or other communication, whether or not received, shall be deemed to have been given to Assignor whenever Bank shall have mailed a writing to that effect by certified or registered mail to Assignor at Assignor's mailing address (or any other address of which Assignor shall have given Bank notice after the execution and delivery of this Assignment); however, no other method of giving actual notice to Assignor is hereby precluded. Each communication to be given to Bank shall be in writing and shall be given to Bank's Commercial Loan Department at Bank's banking office (or any other address of which Bank shall have given notice to Assignor after the execution and delivery of this Assignment). Assignor hereby assumes all risk arising out of or in connection with each such communication given by Assignor to Bank and each communication given or attempted by Assignor in contravention of this section. Bank shall be entitled to rely on each communication believed in good faith by Bank to be genuine.

20. **Jurisdiction and Venue; Limitations; Waiver of Jury Trial.** Any action, claim, counterclaim, crossclaim, proceeding, or suit, whether at law or in equity, whether sounding in tort, contract, or otherwise at any time arising under or in connection with this Assignment or any other Related Writing, the administration, enforcement, or negotiation of this Assignment or any other Related Writing, or the performance of any obligation in respect of this Assignment or any other Related Writing (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "Action") may be brought in any federal or state court located in the city in which Bank's banking office is located. Assignor hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Assignor may now or hereafter have to the venue of any such Action brought in any such court. Assignor HEREBY, AND EACH HOLDER OF THE Subject Debt OR ANY PART THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY Action.

Signed and Acknowledged  
in the Presence of:

Assignor: John Tica and Kevin Pastrick

\_\_\_\_\_ witness as to all signatures

By: [Signature]

\_\_\_\_\_ witness name printed

Printed Name: John Tica

Title: Pres.

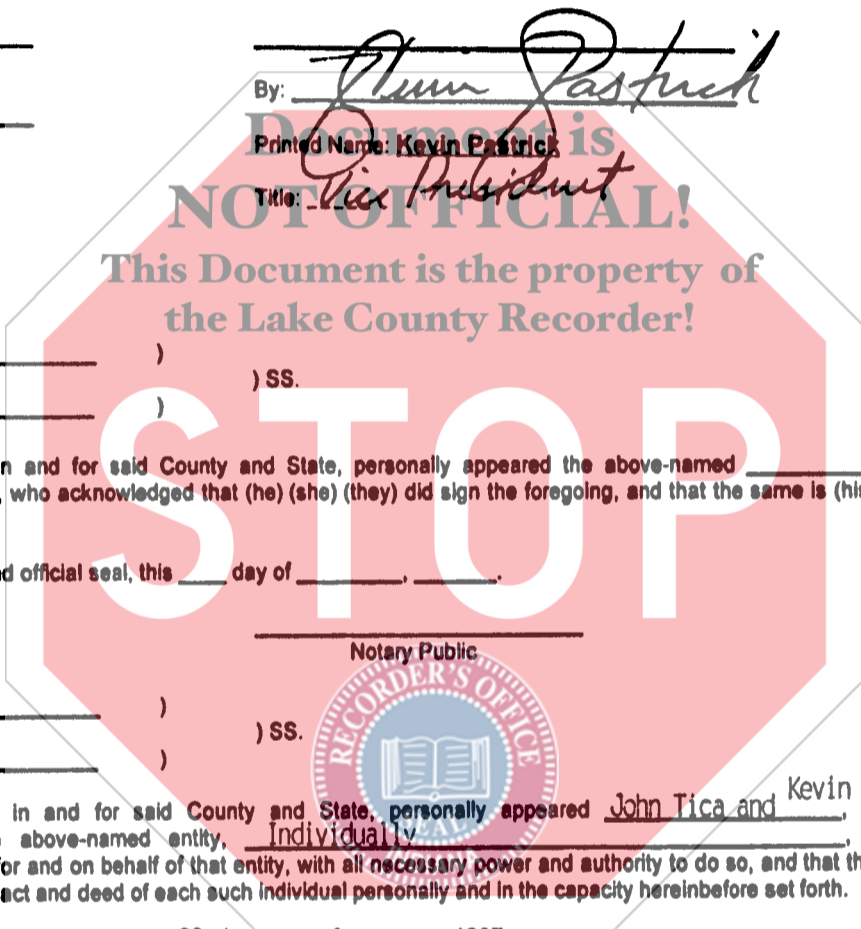
\_\_\_\_\_ witness as to all signatures

By: [Signature]

\_\_\_\_\_ witness name printed

Printed Name: Kevin Pastrick

Title: Vice President



STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that (he) (she) (they) did sign the foregoing, and that the same is (his) (her) (their) free act and deed.

IN TESTIMONY, I set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF Indiana )

) SS.

COUNTY OF Lake )

BEFORE ME, a Notary Public in and for said County and State, personally appeared John Tica and Kevin Pastrick in (his) (her) capacity as Pres. & Vice-Pres. of the above-named entity, Individually, who acknowledged that (he) (she) did sign the foregoing for and on behalf of that entity, with all necessary power and authority to do so, and that the same is the free act and deed of that entity and is the free act and deed of each such individual personally and in the capacity hereinbefore set forth.

IN TESTIMONY, I set my hand and official seal this 22nd day of January, 1997.

[Signature]  
Notary Public

PATRICIA LUDINGTON  
NOTARY PUBLIC  
STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES 4/15/98

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ as trustee(s) of the above-named trust created under \_\_\_\_\_ dated \_\_\_\_\_, who acknowledged that (he) (she) (they) (it) did sign the foregoing for and on behalf of that trust, with all necessary power and authority to do so, and that the same is the free act and deed of each such individual or entity personally and as such trustee(s).

IN TESTIMONY, I set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

This Assignment was prepared by Jerry Towle.

Legal Description

LOTS 65 AND 66 INBLOCK 6 IN THE SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED JUNE 4, 1988 IN PLAT BOOK 2 PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



**EXHIBIT "B"**

**ALL LEASES ON PROPERTY LOCATED AT 4801-4803  
INDIANAPOLIS BOULEVARD, EAST CHICAGO, INDIANA 46312**

