

STATE OF INDIANA
COUNTY OF LAKE
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MCNULTY CENTER
RECORDER

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Property: 61st Avenue and Broadway, Merrillville, Indiana 46410

P.I.N.:

STOP

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 4th day of April, 1997, by Lake County Trust Company, not personally but as Trustee under Trust Agreement dated April 30, 1993 and known as Trust Number 4427 ("Trustee") and Donald J. Weiss ("Beneficiary") (Beneficiary and Trustee collectively being referred to as "Assignor") to LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois ("Assignee").

IN CONSIDERATION OF and in order to secure the repayment of a loan (including interest thereon) from Assignee ("Loan"), evidenced by a Mortgage Note of even date herewith ("Note"), in the principal amount of Three Million Three Hundred Twenty-Five Thousand Dollars (\$3,325,000) and the performance by Assignee of its obligations (the "Obligations") under a Mortgage Loan Agreement of even date herewith ("Loan Agreement") between Trustee and Assignee and all the other documents evidencing or securing the Loan (collectively, the "Loan Documents"), Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby sells, assigns and transfers unto Assignee any and all leases, whether written or verbal, and any and all lettings, and any and all agreements for the use or occupancy, of the real property legally described in Exhibit A attached hereto ("Premises"), or

EAW 134252 . 4 April 2, 1997

Chicago Tide Insurance Company

For mtg see doc. #

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any part thereof, which may have been heretofore or may hereafter be made or agreed to by Assignee under the powers herein granted (collectively, "Leases"), together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any Lease, it being the intention hereby to establish an absolute transfer and assignment of all Leases, all the rents, issues, profits and avails thereunder, to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in Section 3 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Assignee shall determine, in its sole discretion, and to collect, sue for, settle and compromise of said avails, rents, issues and profits arising from or accruing at any time hereafter, which is now due or may hereafter become due under each and every of the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession pursuant to the provisions of Section 3 below.

2. The Assignor covenants and agrees:

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LAKE COUNTY, INDIANA
- (a) that the Premises, while the Loan is outstanding, shall be subject only to that certain Lease dated November 23, 1993 between Trustee as landlord and Bank One, Merrillville, N.A. as tenant and that certain Amended and Restated Lease dated as of March 1, 1997 between Trustee as landlord and Super Center, LLC, as tenant and no other leases or tenancies or as otherwise agreed by Assignee and that any Leases so permitted shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;
- (b) that Assignor shall furnish loss of rents insurance to the Assignee covering a period of twelve months, such policies to be in amount and form and written by such insurance companies as shall comply with the provisions of the Loan Agreement;
- (c) that except as permitted by the Loan Agreement, Assignor shall not terminate, modify or amend any commercial lease or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or accept a surrender thereof without the written consent of the Assignee, it being agreed that any attempted termination, modification or amendment of any leases without such written consent, shall be null and void;
- (d) that Assignor shall not collect any of the rent, income and profits arising or accruing under any of the Leases more than one month in advance;
- (e) that Assignor shall not execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder;
- (f) that Assignor shall perform all of Assignor's covenants and agreements as lessor under the Leases and not suffer or permit any release of liability of any of the tenants or

lessees, or any right of the tenants or lessees to withhold payment of rent; and give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from the tenants or lessees thereunder, and furnish Assignee with complete copies of said notices;

(g) that Assignor shall, if so requested by the Assignee, enforce the Leases and all remedies available to the Assignor against the tenants or lessees, in the case of default under any of the Leases by any of the tenants or lessees;

(h) that none of the rents to accrue under any of the Leases will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;

(i) that none of the rights or remedies of the Assignee under the Note, Loan Agreement and other Loan Documents shall be affected or in any way prejudiced by this Assignment;

(j) that notwithstanding any variation of the terms of the Note, the Loan Agreement or any of the Loan Documents or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full;

(k) that except as permitted by the Loan Agreement, Assignor shall not alter, modify or change the terms of any guarantees of any of the Leases or cancel or terminate such guarantees without the prior written consent of the Assignee;

(l) that except as permitted by the Loan Agreement, Assignor shall not, without the prior written consent of the Assignee, consent to any assignments of any of the Leases by the tenants or lessees thereunder, or any subletting thereunder, except in accordance with their respective terms;

(m) that Assignor shall not request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Premises, regardless of whether such mortgage or other encumbrance is permitted under the terms of the Mortgage or otherwise consented to by Assignee; and

(n) that Assignor will not exercise rights of set off against any person in possession of any portion of the Premises.

3. At any time while an "Event of Default" under the Loan Agreement shall exist or Assignor shall default in its obligations hereunder (the foregoing being hereinafter called a

"Default"), Assignor shall, forthwith, upon demand by Assignee, surrender to Assignee, and Assignee shall be entitled to take actual possession of, the Premises or any part thereof personally or by its agent or attorneys. In such event, Assignee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accruals of Assignor and its assignees and transferees relating thereto and may exclude Assignor and its assignees and transferees and their respective agents or servants wholly therefrom and may, as attorney in fact, as agent for Assignor or in its own name as Assignee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to this Assignment; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to this Assignment; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to Assignee may seem judicious; (e) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (f) receive all of such avails, rents, issues and profits -- Assignor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor except as may be required by Section 8.2 of the Loan Agreement.

Assignor shall be deemed to have constituted and appointed Assignee its true and lawful attorney-in-fact with full power of substitution either in the name of Assignee or in the name of Assignor, to exercise any of the powers granted to Assignee pursuant to this Section 3. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur by reason of its performance of any action authorized under this Section 3 and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Assignor other than to the extent any such liability, loss or damage arises from the willful misconduct or gross negligence of Assignee. Nothing herein contained shall be construed as constituting Assignee in

possession in the absence of the taking of actual possession of the Premises by Assignee pursuant to this Section 3. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, its successors and assigns.

4. Assignee, in the exercise of the rights and powers hereinabove conferred upon it by Sections 1 and 3 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) to the payment of the operating expenses of the Premises, including but not limited to the cost of the management and leasing thereof (which shall include compensation to Assignee and its agent or agents, if management be delegated to an agent or agents, and shall include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and insurance premiums;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) to the repayment of principal and interest on the Obligations and to the payment of all other sums which Assignor is obligated to pay under the Loan Agreement or any of the Loan Documents; and

(e) to any tax reserve required under the Mortgage described in the Loan Agreement.

5. Although it is the intention of the parties that the assignment contained herein shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers conferred upon it hereby until a Default shall occur or arise. Any avails, rents, issues and profits collected and received by Assignor after the occurrence of a Default shall be deemed collected and received by Assignor in trust for Assignee and Assignor shall account to Assignee for the full amount of such collections and receipts.

6. This Assignment shall include any extensions, modifications and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such

extensions, modifications and renewals. Assignor further agrees to assign and transfer to Assignee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the Premises as Assignee shall from time to time require. Assignor shall pay Assignee the expenses incurred by Assignee in connection with the preparation, execution and recording of any such assignment or agreement.

7. This Assignment is given as collateral security for the indebtedness and obligations described herein and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or any other person under any of the Loan Documents, nor shall this Assignment impose any obligation on Assignee to perform any provision of any Lease or any responsibility for the nonperformance thereof by Assignor or any other person. This Assignment is given as a primary assignment of the rights described herein and such assignment shall not be deemed secondary to any other collateral securing the performance of Assignor's obligations under the Loan Agreement or any of the other Loan Documents. Assignee shall have the right to exercise any rights under this Assignment before, together with or after exercising any other rights under any of the Loan Documents.

8. Each and all of the covenants and obligations of this Assignment shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions contained in the Loan Documents.

9. All notices, demands, deliveries and other communications required under this Assignment or desired by the parties hereto shall be given in the manner provided, and to the addresses specified, in the Loan Agreement.

10. This Assignment shall be construed and interpreted in accordance with, and governed by, the internal laws of the State of Indiana (without giving effect to Indiana choice of law principles). Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Nothing herein shall be deemed to limit any rights, powers or privileges which the Assignee may have by reason of its being a national banking association pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by the Assignee which is lawful pursuant to, or which is permitted by, any of the foregoing.

11. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

12. Trust Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

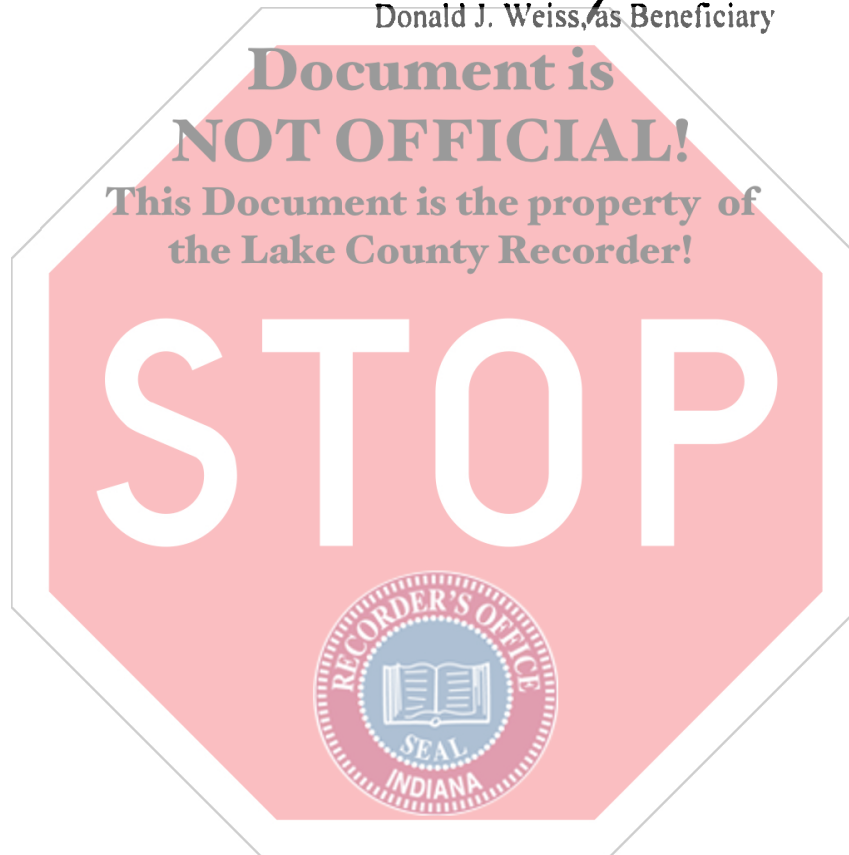
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

Lake County Trust Company, not personally but as Trustee under Trust Agreement dated April 30, 1993 and known as Trust Number 4427.

Attest
By Sharon Allison
Sharon Allison Asst. Sec.

By Sandra L. Stiglitz
As Sandra L. Stiglitz Asst. Trust Officer

Donald J. Weiss
Donald J. Weiss, as Beneficiary



STATE OF Illinois)
) ss
COUNTY OF Will)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Donald J. Weiss, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

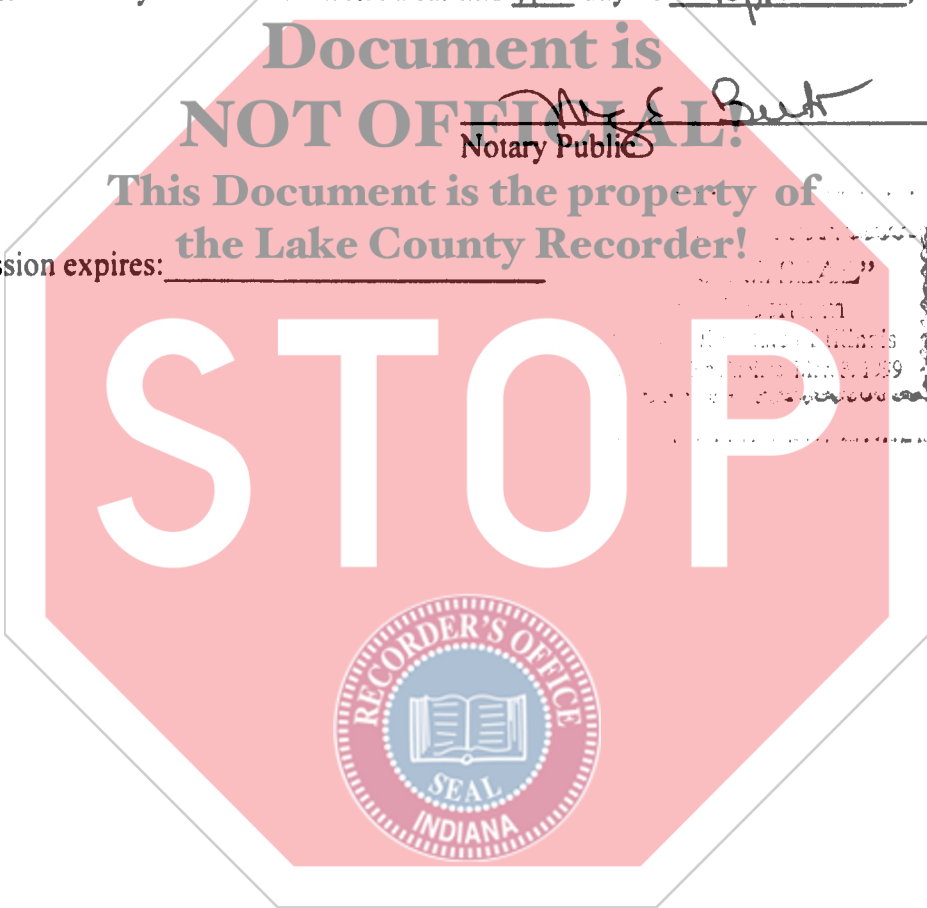
Given under my hand and Notarial Seal this 4th day of April, 1997.

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Michael Beck
Notary Public

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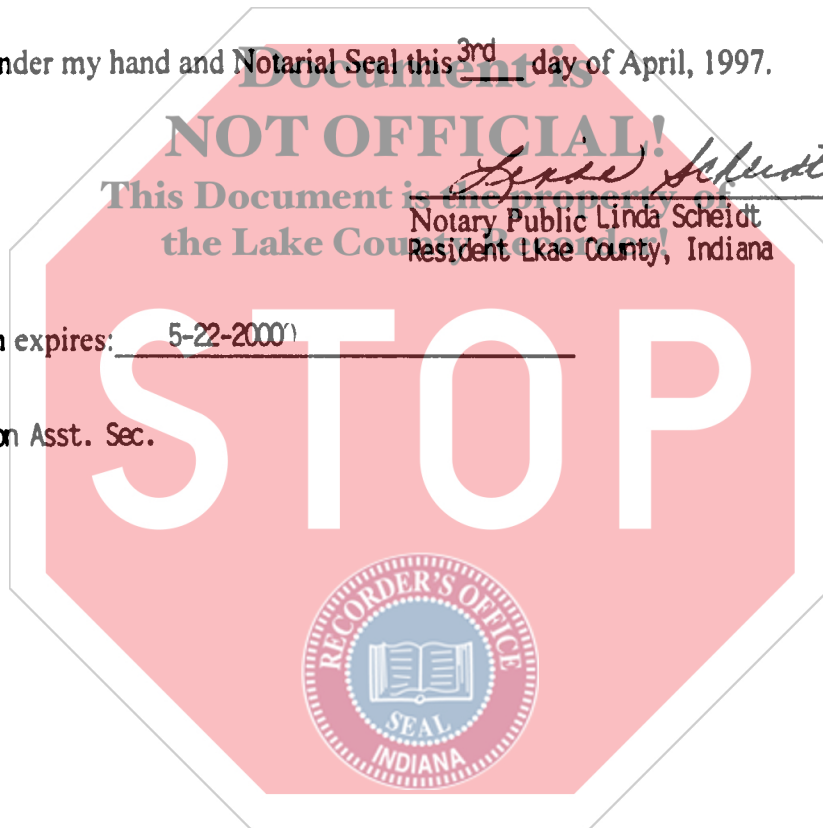
My commission expires: _____



STATE OF Indiana)
) SS
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above named Sandra L. Stiglitz is the Asst. Trust Officer, of *
Lake County Trust Company, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such _____, appeared before me this day
in person and acknowledged that he signed and delivered the said instrument as his own free and
voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the
uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of April, 1997.



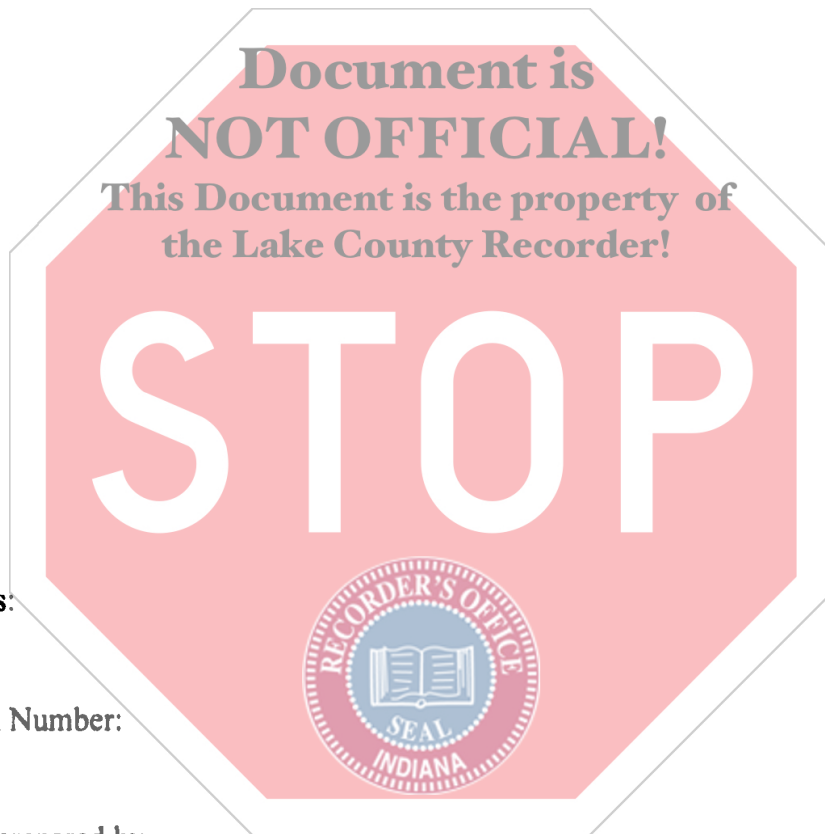
My commission expires: 5-22-2000

* and Sharon Allison Asst. Sec.

EXHIBIT A

LEGAL DESCRIPTION

[SEE ATTACHED]



Property Address:

Permanent Index Number:

This instrument prepared by
and after recording return to:

Thomas J. Kelly
Pedersen & Houpt, P.C.
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

**EXHIBIT A
(MERRILLVILLE)**

The North 235.0 feet of the West 681.0 feet and the South 98.0 feet of the North 333.0 feet of the West 297.0 feet (all measured along the North and West lines) of Lot 2, Old Airport Addition to Lake County, Indiana, as shown in Plat Book 38 page 99, in Lake County, Indiana.

