

STATE OF INDIANA
LAKE COUNTY
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ASSIGNMENT OF LEASES AND RENTS

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Site: Munster, IN

ULRICHE. MEYER, Trustee of the ULRICHE. MEYER REVOCABLE TRUST
and CHARLES D. STEIN, Trustee of the CHARLES D. STEIN REVOCABLE TRUST,
as Borrower

To

IL ANNUITY AND INSURANCE COMPANY,
as Lender

ASSIGNMENT OF LEASES AND RENTS

Dated: November 20, 1997

Location: Munster, IN

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Joseph H. Bourgon, Esq.
Sommers Schwartz Silver & Schwartz
2000 Town Center, Suite 900
Southfield, Michigan 48075-1100

3800
su
CA

MTG# 97082775
Sub# 97082777

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made as of the ___ day of November, 1997, by ULRICH E. MEYER, Trustee of the ULRICH E. MEYER REVOCABLE TRUST under agreement dated May 25, 1978, and CHARLES D. STEIN, Trustee of the CHARLES D. STEIN REVOCABLE TRUST under agreement dated January 10, 1979 (collectively, the "Borrower"), whose address is 30 North LaSalle Street, Suite 2600, Chicago, Illinois 60602, to IL ANNUITY AND INSURANCE COMPANY, a Massachusetts corporation ("Lender"), whose address is 2960 North Meridian Street, c/o Mortgage Loan Department/ML #25-936, Indianapolis, Indiana 46208.

RECITALS

A. Lender has advanced, or is about to advance, funds to Borrower, to be evidenced by certain Promissory Notes of Borrower of even date herewith, as more particularly described in the attached Exhibit A, payable to the order of Lender in the aggregate principal amount of Two Million Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$2,925,000.00) (such Promissory Notes, together with any extensions and renewals thereof, any amendments, modifications, or increases thereof, and any note or notes supplemental thereto, collectively referred to herein as the "Note"), secured in part by a Mortgage and Security Agreement of even date herewith granted by Borrower to Lender, and filed for record on _____, 1997, as Instrument # _____, in the Lake County Recorder's Office (such Mortgage and Security Agreement, together with any extensions, supplements, modifications, amendments, and consolidations thereof, collectively referred to herein as the "Mortgage"), and encumbering that certain land situated in the City of Munster, County of Lake, and State of _____, more particularly described on Exhibit B attached hereto and made a part hereof, and the buildings and improvements located thereon (such land, buildings, and improvements collectively referred to herein as the "Real Property").

B. Lender has required Borrower, as a condition to Lender making the loans described above, to make the assignments and grant Lender the rights set forth in this Assignment.

NOW, THEREFORE, for value received, in consideration of the premises, and as an inducement to Lender to advance proceeds of the Loan to or for the benefit of Borrower, and as additional security for the entire Indebtedness (as defined in the Mortgage), and for the performance of the covenants and agreements herein contained, Borrower does hereby absolutely and unconditionally grant, sell, transfer, set over, deliver, and assign unto Lender (i) that certain Lease dated December 30, 1986, as amended, entered into between Borrower, as lessor, and Carpetland U.S.A. Inc., an Indiana corporation (the "Tenant"), as lessee, and (ii) all other present and future leases, written or oral, and all agreements for use or occupancy of all or any portion of the Real Property, together with any and all modifications, extensions and renewals thereof and any and all further leases, subleases, lettings or agreements (including subleases thereof and tenancies following attornment) upon or covering use or occupancy of all or any part of the Real Property (all such leases, agreements, subleases, and tenancies sometimes collectively referred to herein as the "Leases" and sometimes individually as a "Lease"),

TOGETHER with any and all guarantees of tenant's performance under any of the Leases,

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Borrower may now or hereafter (including during the period of redemption, if any, following foreclosure of the Mortgage) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Property or any part thereof, including but not limited to: security deposits, minimum rents, additional rents, parking rents, deficiency rents and liquidated damages following default, any premium payable by any tenant upon the exercise of a cancellation privilege contained in its Lease; all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property; any and all rights and claims of any kind which Borrower has or hereafter may have against the tenants under the Leases and any subtenants and other occupants of the Real Property; any award granted Borrower after the date hereof in any court proceeding involving any tenant in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by any tenant in lieu of rent (any and all such moneys, rights and claims identified in this paragraph referred to herein sometimes as the "Rents" and sometimes as the "Rent"),

TOGETHER with all the right, power, and privilege of Borrower to cancel, terminate, or accept the surrender of the Leases, to accept prepayment of more than one monthly installment of Rent thereunder, and to amend, modify, or abridge any of the terms, covenants, or conditions of any of the Leases,

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns, forever.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by the Note and the payment, observance, performance and discharge of all obligations, conditions covenants, and warranties contained in the Mortgage and the other Loan Documents, as hereinafter defined.

TO PROTECT the security of this Assignment, it is covenanted and agreed by Borrower as follows, and this Agreement is delivered and accepted upon the following terms and conditions:

1. Warranties of Borrower. Borrower does represent and warrant, to its actual knowledge on the date hereof, that:

(a) Borrower is the owner in fee simple absolute of the Real Property, and has good title to the Leases and Rents hereby assigned and good right to assign the same, and no other person, firm or corporation has any right, title or interest therein;

(b) Borrower has duly and punctually performed all terms, covenants, conditions and warranties of the Leases on the landlord's part to be kept, observed and performed;

(c) Borrower has not previously sold, assigned, transferred, mortgaged, or pledged the Leases or the Rents except as collateral security under documents which heretofore or concurrently with the delivery hereof have been discharged and released in full;

(d) No Rent for any period subsequent to that attributable to November, 1997 has been collected except as heretofore disclosed by Borrower to Lender and acknowledged by Lender in writing;

(e) No payment of Rent, whether past due or becoming due, has been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; and

(f) Borrower has not received any funds or deposits from the tenant under any Lease in excess of one month's rent.

2. Notice to Tenants; Direct Assignment of Present Leases. Borrower hereby does covenant and agree, upon written request of Lender, to notify the tenants under the Leases of this Assignment and to direct them in writing that copies of any notices of default served by them upon Borrower under their respective Leases simultaneously shall be sent to Lender, and that, upon request of Lender, which may be given at any time, the tenants shall pay all Rent becoming due and payable under the Leases directly to Lender. The Rents and copies of such notices shall be sent to Lender at such address as is specified by Lender from time to time.

3. Priority of Mortgage. As of the date hereof, all Leases are subordinate to the lien of the Mortgage. The failure of the Borrower to cause such priority of the Mortgage to remain in effect shall constitute a Default hereunder.

4. Affirmative Covenants. Borrower hereby does covenant and agree:

(a) To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, the Mortgage, this Assignment, all other Loan Documents (the Note, the Mortgage, this Assignment, and all other documents now or hereafter evidencing or securing any of the obligations of Borrower to Lender with respect to the indebtedness evidenced by the Note or by any present or future security therefor, are referred to herein collectively as the "Loan Documents"), and the Leases on the part of Borrower to be kept observed and performed;

(b) To enforce or secure the performance of each and every obligation, term, covenant, condition and agreement in the Leases by the tenants to be performed (without terminating any Lease unless Lender gives its prior consent thereto);

(c) To appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Borrower and the tenants thereunder;

(d) To execute and deliver to Lender from time to time such further assignments and instruments as Lender reasonably may request in order to effectuate the intent of this Assignment; and

(e) To send to Lender, within five (5) days following receipt, copies of all notices and communications received by Borrower from the tenants under the Leases which claim or assert a default by the landlord thereunder or that a default will occur on the part of the landlord with the passage of time.

5. Prohibitions. Borrower further covenants and agrees, without the prior written consent of Lender:

(a) Not to pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents under the Leases except to Lender;

(b) Not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge the tenants under the Leases, of and from any obligations, covenants, conditions and agreements by the tenants to be kept, observed and performed on their part thereunder, including the obligation to pay the Rents in the manner and at the place and time specified therein;

(c) Not to cancel, terminate or consent to any surrender of the Leases, modify, or in any way alter the terms thereof;

(d) Not to consent to any assignment of the tenant's interest, or any interest therein, under the Leases or to consent to any tenant's subletting all or any portion of the Real Property leased by it except to the extent such consent expressly may be required by the terms and conditions of Leases in effect on the date hereof or as consented to by Lender;

(e) Not to collect or accept any Rents for a period of more than one month in advance of accrual thereof.

6. Application of Rentals. Borrower hereby does agree that Lender shall have the right to collect and receive the Rents whether or not Default exists, or has occurred, under the terms and provisions of said Note, Mortgage and/or the other Loan Documents. Rent received by Lender shall be applied by it for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the Lender:

(a) To payment of principal and interest under the Note as and when due and payable;

(b) To making of any payments, when due, required to be deposited with Lender to secure payment of taxes, assessments, and insurance premiums;

(c) To the payment to Lender of any other sum due and payable under the Note, this Assignment, or any other Loan Document;

(d) To pay for costs of operation, management, and maintenance of the Real Property;

(e) To satisfy any other obligations of Borrower under this Assignment and any of the other Loan Documents; and

(f) Any amount not applied as above provided and remaining in the possession of the Lender may, at its option, then be applied by the Lender, to one or more of the following: (i) used for prepayment of principal under the Note, (ii) deposited in any tax and insurance escrow fund required to be maintained pursuant to the terms of the Mortgage, or (iii) paid over to Borrower; provided, however, that such excess amounts shall not be applied as provided in the foregoing subclauses (i) or (ii) unless there then exists Default under the Note, the Mortgage, hereunder, or under any other Loan Document.

7. Additional Rights of Lender. (a) Lender shall have the complete right, power, and authority hereunder to exercise and enforce any or all of the following rights and remedies:

(i) to collect the Rents, and, without taking possession, in Lender's own name or in the name of Borrower, to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of collection, as determined by Lender, including reasonable attorneys fees, to apply the net proceeds thereof as specified in Section 6; and

(ii) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court and irrespective of possession of the Real Property by Borrower, upon the occurrence of a Default, then or thereafter to enter upon, take possession of, manage and operate the Real Property or any part thereof, make, modify, enforce, cancel or accept surrender of the Leases now in effect or any Lease hereafter in effect; remove and evict the tenant under any Lease; increase or reduce Rents; decorate, clean and make repairs; and otherwise do any act or incur any costs or expense as Lender shall deem proper to protect the security hereof, as fully and to the same extent as Borrower could do if in possession, and in such event to apply the Rents so collected as provided in Section 6, including, but not

limited to, the operation and management of the Real Property, payment of reasonable management, brokerage, accountants, and attorneys' fees, and establishment and maintenance, without interest thereon, of a reserve for repair and replacement, all as determined by Lender. In the event the Borrower fails, refuses or neglects to deliver or surrender possession of the Real Property to Lender, the Lender shall be entitled to the appointment of a receiver of the Real Property and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.

(b) Borrower acknowledges that this Assignment is intended as an absolute present assignment of rents and that as such, upon any default being made by Borrower under any of the terms, covenants or conditions of this Assignment, the Mortgage or the Note secured hereby, or any of the other Loan Documents, and without any action by Lender, Borrower shall have no further right to collect or otherwise receive such rents and that such rents will be the absolute and sole property of Lender pursuant to said statute, provided that the Borrower shall have the sole right to collect, use, and enjoy the rents, issues and profits until the occurrence of a Default under this Assignment, the Mortgage or the Note, or any of the other Loan Documents, as provided in Section 8 below. This Assignment shall run with the land and be good and valid as against the Borrower herein or those claiming by, under or through the Borrower, from the date of the recording of this instrument. This Assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Assignment or the Mortgage. In the event of a sale or foreclosure which shall result in a deficiency, this Assignment shall stand as security during the redemption period for the payment of such deficiency.

(c) Notwithstanding the foregoing provisions of this Section 7, acceptance by Lender of this Assignment, with all of the rights, powers, privileges and authority granted to Lender hereunder, shall not, prior to entry upon and taking of possession of the Real Property by Lender, be deemed or construed to constitute Lender a mortgagee in possession nor thereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Real Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by any tenant under its Lease and not assigned and delivered to Lender, nor, except by reason of Lender's willful misconduct, shall Lender be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Real Property.

(d) Neither the collection of the Rents and application thereof as permitted by Section 7(a), nor entry upon and taking possession of the Real Property shall cure or waive any default or waive, modify or affect any notice of Default under the Note or Mortgage to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that the collection and application of the Rents as permitted

hereunder may have cured for the time the original Default. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Default.

(e) Borrower hereby does irrevocably appoint Lender as its attorney-in-fact, coupled with an interest, with full power of substitution, in the name, place, and stead of Borrower to do all things and perform all acts with respect to the Leases and the Real Property authorized by the terms of this Assignment, as the Lender may determine from time to time in its discretion.

(f) Any amounts expended hereunder by Lender shall constitute further indebtedness of Borrower to Lender, and shall be immediately payable to Lender, together with interest at the Default Rate specified in the Note.

8. License to Collect Rents. Unless and until notified to the contrary in writing by Lender, Borrower shall have the right, as agent for Lender under a revocable license granted hereby, to collect upon, but not prior to, accrual as aforesaid, all of the Rents, and Borrower shall receive the Rents, and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Borrower hereby does covenant to so apply same, as provided in Section 6 above (and in the order set forth in subsections (a) through (f) thereof unless Lender agrees to, or directs, application in any other order). In addition, Lender agrees not to exercise any of the rights given to it in Section 7 above at any time other than during the continuance of Default.

9. Authorization to Tenants. A demand by Lender made upon any tenant under any Lease for payment of Rents to Lender shall be sufficient warrant to such tenant to make payment of Rent to Lender without further consent of Borrower, and Borrower does hereby waive any right, claim, or demand it may now or hereafter have against Lender or any tenant by reason of such payment to Lender, and any such payment to Lender shall constitute complete acquittance therefor to Borrower.

10. Indemnification. Subject to Paragraph 16 hereof, and except for liabilities arising by reason of Lender's gross negligence or willful misconduct, Borrower hereby does agree to indemnify, defend, and hold Lender harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Assignment, or for any lawful action taken by Lender hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the Leases, including, without limitation, any claim by any tenant of credit for Rent paid to and received by Borrower, but not delivered to Lender, for any period under any Leases more than one month in advance of the due date thereof; and should Lender incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon at the rate specified as the Default Rate in the Note shall be payable by Borrower immediately without demand, and shall be secured hereby and by the Mortgage.

11. No Waiver. Lender may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Lender pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Lender of its rights and remedies under any of the Loan Documents, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the indebtedness of Borrower to Lender with respect to the Loan, and to enforce any other security interests therefor owned by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

12. Captions. The section titles or captions contained in this Assignment are for convenience only and shall not be deemed to define, limit or otherwise modify the scope or intent of this Assignment.

13. Variation in Pronouns. All the terms and words used in this Assignment, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been written in the proper number and gender.

14. Notices All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail with postage prepaid and return receipt requested, or by overnight courier service to the following addresses (or to such other addresses as either party may subsequently designate):

If to Lender:

IL ANNUITY AND INSURANCE
Attn: Mortgage Loan Department/ML #25-936
2960 N. Meridian Street
Indianapolis, IN 46208

If to Borrower:

c/o Ulrich E. Meyer
30 North LaSalle Street, Suite 2600
Chicago, IL 60602
Suite 2600
Chicago, IL 60602

For the purposes of this Agreement, all notices, demands, deliveries or other communications required hereunder shall be deemed received on the date of a signed receipt, if delivered in

person, on the date of receipt, if mailed in the manner specified above, and on the date of delivery, if sent by courier.

15. Default. There shall be default ("Default") hereunder if:

(a) There is Default under the Note (including one or more of the Promissory Notes described in the attached Exhibit A) or the Mortgage as defined therein;

(b) Borrower shall fail to make any payment of money due to Lender hereunder (or under any of the Promissory Notes) as and when due and payable;

(c) Any representation or warranty by Borrower under this Assignment proves to be untrue or materially misleading; or

(d) Borrower shall fail to comply with or perform or observe any agreement, covenant, obligation or condition to be performed, observed, or complied with by Borrower under this Assignment [other than as specified in the immediately preceding subparagraphs (a) through (c) of this Section 15] and such failure shall continue for at least thirty (30) days following Lender's notice to Borrower identifying such failure and requesting or demanding that Borrower cure such failure.

16. Recourse to Borrower. Except as set forth below and in any guaranty or indemnity now or hereafter delivered to Lender in connection with all or any portion of the indebtedness evidenced by the Note or payment or performance of any other obligations of Borrower under this Assignment or any of the other Loan Documents, and without in any manner impairing or adversely affecting the validity of this Assignment or any other Loan Document, neither Borrower shall have any personal liability for, and the holder hereof shall have no recourse to and property of Borrower, other than the property subjected to the lien or security interest of any of the Loan Documents (the "Mortgaged Property"), in the event of Default by Borrower in performing its obligations under this Assignment or any other Loan Document; provided, however, that this provision shall in no way affect the Lender's rights or liens in and to the Mortgaged Property or any part thereof, in and to the income from the Mortgaged Property pursuant to this Assignment and the other Loan Documents, or the Lender's other remedies and liens for the payment of the indebtedness secured by the Loan Documents and enforcement of the covenants under this Assignment or any other Loan Document; provided, further, that Ulrich E. Meyer, individually and as Trustee of the Ulrich E. Meyer Revocable Trust Agreement dated May 25, 1978, and Charles D. Stein, individually and as Trustee of the Charles D. Stein Revocable Trust Agreement dated January 10, 1979, shall be fully and personally liable, on a joint and several basis, for, and shall defend and hold Lender harmless from and against any and all costs, expenses (including attorneys' fees), losses and damages incurred by Lender and caused by: (i) waste, (ii) fraud, (iii) the untruth of any representation or warranty, or the breach of any covenant, contained in the Loan Documents relating to environmental matters, or failure to perform under any related indemnification, and (iv) any failure by Borrower to perform any of its obligations as lessor under any present or future Lease of all or any portion of the Mortgaged Property.

17. Severability. In the event that any one or more of the provisions of this Assignment shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Assignment shall operate, or would prospectively operate, to invalidate this Assignment, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Assignment, and the remaining provisions of this Assignment shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

18. WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION. ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT OR (II) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENT IS HEREBY WAIVED BY BORROWER, AND IT IS AGREED BY BORROWER THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. BORROWER DOES HEREBY FURTHER CONSENT AND AGREE TO THE NON-EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF MARION COUNTY, INDIANA, AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA, INDIANAPOLIS DIVISION.

19. GOVERNING LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF INDIANA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, PROVIDED, HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE WHERE THE MORTGAGED PROPERTY IS LOCATED SHALL APPLY.

20. Successors and Assigns. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind the parties hereto and their respective successors and assigns, and all tenants, sub-tenants and assigns of same, and all occupants and subsequent owners of the Real Property.

21. Termination. This Assignment is irrevocable and shall remain in full force and effect until and unless there is payment in full of the indebtedness under the Note, including all principal, interest and costs of collection thereunder, and the performance and discharge of each and every obligation, covenant and agreement of Borrower under the Note and other Loan Documents. Upon discharge of record of the Mortgage, this Assignment shall terminate without the need for any separate instrument of discharge.

This instrument prepared by
and when recorded return to:

Joseph H. Bourgon, Esq.
Sommers, Schwartz, Silver & Schwartz, P.C.
2000 Town Center, Suite 900
Southfield, MI 48075

Indiana carpet and munster assignment of rents

EXHIBIT A

SCHEDULE OF PROMISSORY NOTES

<u>Promissory Note Amount</u>	<u>Monthly Payment (Principal & Interest)</u>	<u>Secured Parcels</u>	<u>Loan #</u>
\$310,000	\$3,740.72	1550 W. Columbia Ave. Battle Creek, Michigan	25-934
\$600,000	\$7,240.09	G4164 Miller Road Flint, Michigan	25-935
\$875,000	\$10,558.46	8201 Calumet Munster, Indiana	25-936
\$350,000	\$4,223.39	1440 Wabash Springfield, Illinois	25-937
\$275,000	\$3,318.38	1210 Highway 16 La Crosse, Wisconsin	25-938
\$265,000	\$3,197.71	2530 North Broadway Rochester, Minnesota	25-939
\$250,000	\$3,016.71	3040 North Range Road Joplin, Missouri	25-940

EXHIBIT B

Description of Real Estate

Located in the City of Munster, Lake County, Indiana, described as:

PARCEL 1: Lot 1, Meyer's Addition, to the Town of Munster, as shown in Plat Book 40, page 69, and amended by corrected Plat recorded November 16, 1972, as Document No. 176388, Plat Book 42, page 97, in Lake County, Indiana.

PARCEL 2: Lot 1, except the North 162 feet thereof, Meyer's Second Addition, to the Town of Munster, as shown in Plat Book 43, page 11, in Lake County, Indiana.

PARCEL 1: Key No. 28-353-1. Tax Unit No. 18.

PARCEL 2: Key No. 28-355-1. Tax Unit No. 18.