

Prepared By and Return To:
Marine Bank, Springfield
3050 West Wabash Avenue
Springfield, Illinois 62704

97085400

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC 12 AM 10:17

MORRIS W. CARTER
RECORDER

Chicago Tide Insurance Company

4138 CTDC
494084 LD

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS that Peoples Bank SB, Trustee under the Provisions of a Trust Agreement dated November 17, 1997, and Known as Trust #10237 hereinafter called "Assignor", in consideration of the premises, the sufficiency of which is hereby acknowledged, do, subject to the conditions hereof, hereby assign, transfer and set over unto MARINE BANK, SPRINGFIELD, a state banking association ("Assignee"), all of the rents, earnings, income, issues and profits now due and which may hereafter become due, payable or collectable ("Rents") pursuant to or by virtue of any and all leases, whether written or verbal ("Leases"), or any letting of possession or agreement for the use or occupancy of any part of the land and improvements legally described as follows:

SEE ATTACHED EXHIBIT A

Hereinafter referred to as "Premises", which Assignor may have heretofore made, agreed to or hereafter make or agree to or which may be made or agreed to by Assignee pursuant to the power herein granted ("Agreements"); it being the intention of Assignor, to make and establish an absolute transfer and assignment of Rents, Leases and Agreements unto Assignee.

This Assignment dated NOVEMBER 21, 1997:

(1) is given as additional security to secure the payment of certain notes in the principal amount of FIVE MILLION NINE HUNDRED THOUSAND AND 00/100 (\$5,900,000.00), as evidenced by note therefor, executed by Assignor, of even date herewith ("Note"), secured by mortgage of Premises of even date with Note, executed by Mortgagor in favor Assignee, recorded in the Office of the Recorder of Deeds of LAKE County ("Mortgage");

(2) shall be and remain in full force and effect until all sums due and owing pursuant to Note, Mortgage and "Other Loan Documents" shall be paid in full, PROVIDED THAT:

- (a) the Assignment shall not become effective until the occurrence of a "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage); and
- (b) until the occurrence of a Monetary Default or Non-Monetary Default, Assignor shall be entitled to possession of Premises and collect and receive Rents, all subject, however, to the provisions of Mortgage.

It is understood and agreed that this Assignment shall not operate to place responsibility or liability upon Assignee for:

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- i) the control, care, management or repair of Premises;
- ii) the enforcement of any of the terms and conditions of Leases or Agreements;
- iii) any waste committed on Premises by occupants, tenants named in Leases, or by any other party;
- iv) any negligence in the management, upkeep, repair or control of Premises, resulting in loss, injury or death to any occupancy tenant, licensee, employee or third party.

In the event of the occurrence of Monetary Default or Non-Monetary Default, Assignee may, but shall not be obligated to, take possession of Premises as the true and lawful attorney-in-fact of Assignor, with full authority to collect Rents, enter into new lease agreements with respect to Premises, upon such terms and conditions as Assignee shall deem fit or proper and to operate and maintain Premises as fully as Assignor could do if personally present.

Any Rents received by Assignee shall be applied on account of any one or more of the following items, as Assignee, in its sole discretion, shall elect:

- i) commission of five percent (5%) for collecting Rents and executing new leases, not to be in duplication of any fees retained by property manager should Assignee employ one;
- ii) legal expenses incurred by Assignee with respect to Premises or any matter pertaining thereto;
- iii) taxes or assessments levied against Premises;
- iv) all other costs of maintenance and operation of Premises, including insurance premiums; and
- v) Indebtedness.

If Assignee elects not to take possession of Premises and act as attorney-in-fact for Assignor, as provided above, nothing herein shall be construed to prevent the institution of foreclosure proceedings, as provided in Mortgage, and, during the period of redemption following foreclosure, the holder of Note may request that a receiver be appointed to impound Rents and apply the net proceeds thereof on account of Indebtedness.

Any action taken by Assignee pursuant hereto shall not be construed as affecting, in any way, the right of the holder of Note to institute, at any time, foreclosure proceedings pursuant to Mortgage, or upon the occurrence of a Monetary Default or Non-Monetary Default.

Assignor hereby expressly covenants and agrees that if any proceedings instituted to enforce Mortgage are pending during such time as this Assignment remains unreleased, Assignor shall not remove or cause to be removed from Premises any part of "Personal Property", now or hereafter available for use by occupancy tenants and/or the operation of Premises, unless Assignor replaces the same with like property owned by Assignor, and Assignor shall not hold Assignee responsible for any damage to Personal Property.

Peoples Bank SB, Trustee under the Provisions
of a Trust Agreement dated November 17, 1997,
and Known as Trust #10237

BY: See Attached Signature Page Date: _____
AS TRUST OFFICER

Attachment to Assignment of Leases and Rents
to Marine Bank, Springfield for
Land Trust # 10237

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 17th day of November, A.D. 19 97, creating Trust No. 10237; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL 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. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Senior Vice-President and Trust Officer and attested by its Assistant Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By: Frank J. Bochnowski
Frank J. Bochnowski
Senior Vice-President and Trust Officer

ATTEST:

By: Linda L. Kollada
Linda L. Kollada
Assistant Secretary

State of Indiana)

) SS:

County of Lake)

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and Linda L. Kollada, of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of November, 1997.

My Commission Expires:

3-11-98

Joyce M. Barr
Notary Public Signature - Joyce M. Barr
Resident of Lake County

EXHIBIT A

Legal Description

PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE CENTERLINE OF U.S. HIGHWAY NO. 30; THENCE EASTERLY ALONG THE CENTERLINE OF U.S. HIGHWAY NO. 30, A DISTANCE OF 596.84 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 41; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 561.97 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 330 ALSO KNOWN AS OLD LINCOLN HIGHWAY; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 589.15 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 523.85 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION OF THE LAND LYING WITHIN WARRANTY DEED RECORDED AUGUST 21, 1996, AS DOCUMENT NO. 96055939.

Address: 833 West Lincoln Highway, Schererville, Indiana

20-13-112-47466