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STATE OF INDIANA  
LAKE COUNTY  
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98073604

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PREPARED BY & AFTER  
RECORDING MAIL TO:

MORRIS W. CARTER  
RECORDER

KENNETH L. COUGHLAN  
DEHAAN & RICHTER, P.C.  
55 W. MONROE, SUITE 1000  
CHICAGO, IL 60603  
312/726-2660

(THE SPACE ABOVE FOR RECORDER'S USE ONLY)

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**ASSIGNMENT OF LEASES, RENTS  
AND SECURITY DEPOSITS**

**NOT OFFICIAL!**

THIS ASSIGNMENT of Leases, Rents and Security Deposits ("Assignment") is dated as of September 16, 1998 and is made by MILLER BEACH LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), in favor of Builders Bank ("Assignee"), located at 225 North LaSalle Street, Chicago, Illinois 60601.

**UNDERSTANDINGS:**

A. Assignor is the owner of certain improved, commercial real property commonly known as 4905 Melton Road, Gary, Indiana, as legally described on Exhibit A, attached hereto and made a part hereof ("Premises").

B. Assignee has agreed to lend to Assignor and Assignor has agreed to borrow from Assignee, Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Credit").

C. The Credit is evidenced by a promissory note of even date herewith executed and delivered by Assignor payable to the order of Assignee in the principal amount of \$500,000.00 ("Note") and delivered by Assignor to the order of Assignee. The Note together with any amendments, modifications, extensions, renewals and substitutions thereof shall hereinafter be collectively referred to as "Note" unless otherwise specifically identified herein. The Note is secured in part by the Mortgage, Security Agreement and Financing Statement of even date herewith ("Mortgage") made and executed by Assignor in favor of Assignee, conveying, assigning and mortgaging the Premises, Improvements (as defined in the Mortgage) and other property appurtenant or incidental thereto and by certain other security documents and instruments required by Assignee. The Note, the Mortgage, this Assignment and all other documents and instruments heretofore, now or hereafter given as security for, or made in connection with the negotiation, origination or extension of the Credit and all other "Liabilities" (as defined in Paragraph 2 hereof) are herein sometimes collectively referred to as the "Financing Loan Documents."

Chicago Title Insurance Company

For 98073603

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D. Assignee requires, and Assignor is willing to grant, as additional and further security for the "Liabilities," including without limitation the Credit and all accrued interest thereon, an assignment of all of Assignor's right, title and interest in, to and under (i) all "Leases", (ii) all "Rents", (iii) all "Options to Purchase", (iv) all "Security Deposits", and (v) all "Guaranties" (as each of the foregoing terms is herein defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, to secure the payment, performance and observance of the Liabilities and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees with Assignee as follows:

1. Assignor hereby assigns, transfers, pledges, hypothecates, sets over and delivers unto Assignee all the right, title and interest of Assignor, in, to and under all of the following (the same being herein sometimes collectively referred to as the "Collateral"):

(a) All leases, agreements for use and/or occupancy, licenses, concessionaire agreements and other similar documents and instruments, and all amendments, extensions and renewals thereof respectively, if any, with tenants, occupants and users (collectively, "Tenants" and singularly, "Tenant") in respect of all or any part or parts of the Premises heretofore, now or hereafter made or agreed to by Assignor or any predecessors of Assignor, or by Assignee under the powers herein granted, including without limitation any amendments, modifications, extensions and renewals thereof, all the foregoing being herein collectively referred to as "Leases";

(b) Any and all options to purchase the Premises, including without limitation any amendments, modifications, extensions and renewals thereof, and all payments, proceeds and profits therefrom all being herein collectively referred to as "Options to Purchase";

(c) All the rents, earnings, income, issues, revenues, contract rights and profits of any and every kind and description howsoever derived, which may now be due or hereafter become due, under or by virtue of any and all the Leases, or tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, all being herein collectively referred to as "Rents";

(d) All security deposits, reserves or deposits for taxes and insurance, and other monies or equivalents thereof made or given to secure the payment, performance and observance of covenants, agreements, conditions and obligations on the part of Tenants to be paid, performed and observed under or pursuant to the Leases, or tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, all being herein collectively referred to as "Security Deposits"; and

(e) All guaranties made by any person(s) guaranteeing the payment of Rents and/or the performance and observance of the covenants, agreements, conditions and obligations on the part of Tenants to be paid, performed and observed under or pursuant to any of the Leases, or any tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, and all amendments, reaffirmations, extensions and renewals thereof, respectively, if any, all being herein collectively referred to as "Guaranties"; it being the intention to hereby establish, to the fullest extent permitted by law, subject to Paragraph 16 hereof, an absolute transfer and assignment unto Assignee of all of Assignor's right, title and interest in and under all of the Leases, all Rents, all Security Deposits and all the Guaranties.

2. This Assignment, and the rights and interests herein granted and assigned to Assignee, are made and given to secure any and all liabilities, obligations and indebtedness of Assignor and/or Debtor to Assignee for payment of any and all amounts due under the Note and the Mortgage or relating to or arising out of the Credit, the Financing Loan Documents whether heretofore, now or hereafter owing or arising, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, through discount, overdraft, purchase, direct loan, by operation of law or otherwise, including all extensions, renewals, modifications and amendments of or to any of the foregoing, together with attorneys' and paralegals' fees, costs and expenses relating to Assignee's rights, remedies and security interests hereunder, including post-judgment remedies, appeals and any matters relating to the bankruptcy or reorganization of Assignor and advising the Assignee or drafting any documents for Assignee at any time (collectively, the "Liabilities") in connection with the Liabilities.

3. Assignor hereby represents and warrants to and covenants with Assignee that:

(a) There are no Leases, or tenancies, written or otherwise, now in existence or in force with respect to the Premises or any part thereof except as represented by Assignor to Assignee;

(b) Assignor is the sole and absolute owner of all the Collateral, free and clear of all liens, claims, security interests and encumbrances.

(c) Assignor will not, at any time during the term of this Assignment, sell, pledge, assign, transfer, set over or otherwise encumber, or permit or suffer to be sold, pledged, assigned, transferred, set over or otherwise encumbered, the Collateral or perform or omit to perform any act or execute any other document or instrument which might prevent Assignee from fully exercising and enjoying its rights, powers, privileges and benefits under this Assignment;

(d) Assignor has full right and power and lawful authority to execute and deliver, and to pay, perform and observe all Assignor's covenants, conditions and obligations under, this Assignment and assign, transfer and set over to Assignee all the Collateral, together with all the rights, interests, powers, privileges and authority herein granted, assigned and conferred upon Assignee;

(e) This Assignment constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof;

(f) The payment of the Rents to accrue for any portion of the Premises and Improvements have not been nor will be, nor will be permitted or suffered to be, deferred, waived, released, discounted, discharged, compromised or otherwise adjusted except as heretofore disclosed to Assignee in connection with Leases existing at the time of execution of this Assignment;

(g) Each of the Leases and the Guaranties is valid, binding and enforceable in accordance with its terms, and none has been altered, modified, amended, terminated, canceled, surrendered, renewed or extended, and no term or condition thereof has been waived or released in any manner whatsoever, except as previously disclosed to Assignee;

(h) There is no default now existing under any of the Leases or the Guaranties and no events presently exist under or in connection with any of the Leases or the Guaranties, which events would, with the giving of notice or the lapse of time or both, constitute a default thereunder;

(i) Assignor will, at Assignor's expense, observe and perform, or cause to be paid, observed and performed, each and every covenant, condition and obligation on the part of the landlord to be paid, observed and performed under the Leases and enforce (excluding enforcement by termination of any of the Leases, except as consented by Assignee) the observance and performance of each and every covenant, condition and obligation by the Tenants to be observed and performed under all Leases and by the guarantors under all the Guaranties;

(j) Assignor will, at Assignor's expense, observe and perform, or cause to be paid, observed and performed, each and every covenant, condition and obligation on the part of Assignor; and

(k) Assignor shall give prompt notice to Assignee of each notice received by Assignor asserting or claiming that a default on the part of the lessor has occurred under any of the Leases together with a copy of each such notice.



**4. Assignor does hereby authorize and appoint Assignee its true and lawful attorney, with full power of substitution and with full power for Assignee, in its own name and stead or in the name and stead of Assignor, which authorization and appointment are irrevocable and coupled with an interest and if permitted by applicable law:**

**(a) To take possession of, and to hold, operate, manage and control, the Premises and Improvements and to conduct the business thereof either personally or by its agents; to make and complete itself or by purchase, at the expense of the Premises and Assignor (i) all repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises, and (ii) all construction, replacement or rebuilding then in progress on the Premises; and to purchase, cancel, modify, amend or otherwise control and deal with any and all policies of insurance of any and all kinds now or hereafter covering or affecting the Premises, all as may be deemed appropriate by Assignee in its discretion;**

**(b) With or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such Rents and upon such terms as Assignee shall, in its discretion, determine, including Leases for terms expiring beyond the maturity of the Liabilities and/or the period of redemption, if any, allowed in the event of foreclosure upon the Mortgage; to cancel, alter or modify the terms and provisions of any and all of the Leases as Assignee may, in its discretion, determine; to demand, collect and receive all of the Rents arising from or accruing at any time hereafter, and that are now due or may hereafter become due under each and every of the Leases, or tenancies now or hereafter existing in respect of the Premises; and to collect any and all Security Deposits;**

**(c) To endorse the name of Assignor on, or to execute in the name of Assignee, and to deposit in bank accounts for collection, any and all checks, notes and other instruments received in payment of any and all Rents and Security Deposits; and to execute or give any and all receipts or other similar instruments in respect thereof in the name of Assignor or in the name of Assignee;**

**(d) To use such measures, legal or equitable, as may be deemed appropriate by Assignee, in its discretion, to enforce (i) any and all covenants, agreements, conditions, and obligations of Tenants under any of the Leases, or any of the tenancies now or hereafter existing in respect of the Premises, or any part thereof, (ii) the obligations of any person(s) under any of the Guaranties, (iii) the payment of Rents and Security Deposits, or (iv) the collection or realization of any security given in connection therewith, or to secure or maintain possession of the Premises, or any portion thereof, including without limitation, actions for the recovery of rent, actions in forcible detainer and actions in distress for rent; to make adjustment of claims and to institute, prosecute, settle or compromise, either in the name of**

**Assignor or in the name of Assignee, proceedings at law or in equity in order to protect the Premises, to recover Rents, Security Deposits or other proceeds respecting the Premises, or to abate any nuisance on the Premises, and in connection therewith, execute and render any and all documents, papers and instruments; and**

**(e) To otherwise act in Assignor's name, place and stead, and exercise all rights, powers and remedies available to Assignor under each and every of the Leases and of the Guaranties. The rights of Assignee set forth in this Paragraph 4 shall not be exercised until an Event of Default (as herein defined or used) shall occur or be continuing.**

**5. Assignor hereby grants to Assignee, if permitted by applicable law, full power and authority to exercise, without notice to Assignor (notice thereof being hereby expressly waived by Assignor), each and every of the rights, interests, privileges and powers herein granted and assigned at any and all times hereafter, with full right and power to use and apply, to the extent thereof, the Rents and so much of the Security Deposits as may be then retained by the landlord under the Leases to the payment of any of the Liabilities, in such order as Assignee may determine on account of the following, but without in any manner limiting the generality of the rights, powers, privileges and authority conferred on Assignee by this Assignment:**

**(a) to the payment of the operating expenses of the Premises, including without limitation (i) cost of management (which shall include reasonable compensation to Assignee and his agent or agents, if management be delegated to an agent or agents); (ii) established claims for damages, if any; (iii) court costs and attorneys' and paralegals' fees and costs, and expenses incurred by Assignee in connection with any and all actions and things which, by this Assignment, Assignee may do or cause to be done; and (iv) premiums on fire, liability and property insurance and on insurance against such other hazards, casualties and risks as Assignee may, in its discretion, deem appropriate;**

**(b) to the payment of taxes and special assessments now due or hereafter becoming due on the Premises;**

**(c) to the payment of costs for the completion of construction, replacement or rebuilding then in progress on the Premises, or any part thereof, if any, or for repairs to and decoration, rehabilitation and improvement of the Premises, or any part thereof, including without limitation, the costs from time to time of installing or replacing furniture and appliances, and heating, air-conditioning, ventilating, gas and electric fixtures, components and systems therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make the Premises readily rentable;**

(d) to the payment of all Liabilities; and

(e) to the payment of any deficiency which may result from any foreclosure as provided in the Mortgage.

After payment in full of the foregoing items, the balance, if any, of the Rents and Security Deposits shall be paid to Assignor, or to such other person or entity then entitled thereto pursuant to the laws of the State of Indiana. The rights of Assignee as set forth in this Paragraph 5 shall not be exercised until an Event of Default shall occur or be continuing.

6. It is understood and agreed that the rights, powers and privileges herein granted and assigned to Assignee shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any of the rights, powers and remedies provided in the Note, and the other Financing Loan Documents, but shall be deemed additional remedies and cumulative with all such other rights, powers and remedies, and each and all such rights, powers and remedies may be pursued or exercised singly, successively or simultaneously, at such time or times or in such order as Assignee may, in its sole discretion, elect. No failure on the part of Assignee to exercise, and no delay in exercising, any rights, powers, privileges, interests, remedies or authorizations hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights, powers, privileges, interests, remedies or authorizations by Assignee preclude any other further or future exercise thereof or the exercise of any other rights, powers, privileges, interests, remedies or authorizations.

7. Upon the occurrence or existence of any one or more of the Events of Default, then at the option of Assignee and without demand or notice to Assignor (demand and notice as to any Event of Default being hereby expressly waived by Assignor), Assignee shall, to the fullest extent permitted by applicable law, be entitled to exercise (a) all the rights, powers and remedies, if any, available under applicable law then in effect; (b) any and all other rights, powers and remedies as permitted in this Assignment, the Note and the other Financing Loan Documents; and (c) all such other rights and remedies as may be provided at law or in equity.

8. It is expressly understood that no judgment or decree which may be entered on any of the Liabilities shall operate to abrogate or lessen the effect of this Assignment, but that this Assignment shall continue in full force and effect until any and all Liabilities, in whatever form the Liabilities may be, and any and all attorneys' fees and paralegal fees, costs and expenses incurred and sustained by virtue of the authority herein contained have been fully and finally paid, performed and discharged from the Rents of the Premises, or by Assignor, any guarantor of the Liabilities or any part thereof, or any of them, or from any other source, or until such time as this Assignment may be voluntarily released. This Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully and finally paid, performed and discharged



before the expiration of the period of redemption, if any.

9. Assignor shall not, from and after the date of this Assignment without the prior written consent of Assignee except in the normal and ordinary course of operating the assisted care facility located on the Premises: (a) make or enter into any Leases or any tenancies in excess of 8,000 square feet; (b) cancel or terminate, modify, amend or otherwise alter the terms and provisions of any of the Leases or any of the Guaranties; (c) consent to or otherwise permit the assignment by any Tenant of its interest under any of the Leases or the subletting by any Tenant of all, or any part of, the Premises now or hereafter demised or let under any of the Leases or any of the tenancies; or (d) institute any proceedings for the dispossession or eviction of any Tenant under any of the Leases or any of the tenancies. If, without the prior written consent or approval of Assignee, any of the foregoing acts or actions shall be committed or permitted by Assignor, then any such acts or actions shall not be binding upon Assignee, and unless subsequently confirmed or ratified expressly in writing by Assignee, shall be deemed null and void, and further, shall, at the option of Assignee, constitute an Event of Default under this Assignment.

10. If any of the Leases provide for the abatement of rent during the repair, rebuilding or restoration of the Premises by reason of fire or other casualty, Assignor shall furnish to Assignee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be acceptable to Assignee.

11. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee-in-possession. In the exercise of the powers herein granted and assigned to Assignee, no liability shall be asserted or enforced against Assignee, Assignor for itself and for and on behalf of all persons claiming or to claim hereafter by, through or under Assignor, hereby expressly waiving, and releasing Assignee from, all such liability.

12. Assignee shall not be in any way: (a) responsible for the control, care and management of the Premises and Improvements, or any part thereof, or for any waste committed or permitted on the Premises, or any part thereof, by any Tenant or other person; (b) obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Leases under or by reason of this Assignment; and (c) liable by reason of any dangerous or defective condition of the Premises, or any part thereof, resulting in loss, damage or injury to the property or person of any Tenant or of any other person. Assignor shall and does hereby agree to pay and to indemnify, save, protect and hold forever harmless Assignee and its directors, employees or agents (collectively, "Assignee's Indemnitees") of and from any and all loss, cost, damage, expense, claim, demand and liability, including without limitation, court costs and attorneys' fees, paralegal fees and expenses, which Assignee's Indemnitees, or any of them, may or might incur, suffer or sustain or for which Assignee's Indemnitees, or any of them, may become obligated or liable, in any way, by reason of, in connection with or resulting from (i) this Assignment and the rights, powers and interests herein granted and assigned to Assignee; (ii) any alleged obligations or undertakings on Assignee's part



to perform or discharge any of the terms, covenants or agreements contained in the Leases, any failure or alleged failure by Assignor to pay, perform or observe any covenants, conditions and obligations on the part of the landlord to be paid, performed and observed under the Leases; or (iii) any loss, damage or injury to the property or person of any Tenant or of any other person on or about the Premises or any part thereof. If any of Assignee's Indemnitees shall be subject to any liability indemnified hereunder, and such liability is not paid or satisfied by Assignor within three (3) business days after demand therefor by any of Assignee's Indemnitees so affected, then the amount thereof shall be so much additional Liabilities and shall bear interest from the date of demand until reimbursement is received at the post maturity rate specified in the Notes, and Assignee shall have, in addition to any other right, power or remedy available to Assignee, the same rights, powers and remedies in the event of the failure to pay promptly any such amount by Assignor as in the case of an Event of Default by Assignor in connection with the payment of the Liabilities. The indemnity of Assignor under this Paragraph 12 shall survive any termination, release or satisfaction of this Assignment. In the event the Assignee takes actual physical possession of the Premises, the Assignee will use reasonable care in connection with the Premises while the Assignee is in actual physical possession of the Premises.

13. Assignee shall not, in any way, be responsible for failure to do any or all of the things for which rights, interests, powers or authority is herein granted and assigned to Assignee; and Assignee shall not be liable, in any way, for the collectability, collection or non-collection of any of Rents or Security Deposits, nor shall Assignee be required to make an accounting for the benefit of Assignor, except for monies actually received by Assignee in accordance with the terms hereof, Assignor, for itself and for and on behalf of all persons claiming or to claim hereafter by, through or under Assignor, hereby expressly waiving, and releasing Assignee from, any and all such responsibility, liability and requirement. In the event the Assignee takes actual physical possession of the Premises, the Assignee will use reasonable care in connection with the Premises while the Assignee is in actual physical possession of the Premises.

14. Assignor further specifically authorizes the Tenants under each and all of the Leases, and any tenancy now or hereafter existing in respect of the Premises, or any part thereof, to pay all unpaid Rents agreed upon under the Leases or any tenancies to Assignee upon receipt of written demand from Assignee stating that an Event of Default exists and directing that payment of Rents be made to Assignee or such other person(s) as Assignee may designate. Assignor acknowledges and agrees that (a) each and every Tenant shall have the right to rely upon any such demand, and the statements and directions therein contained, of Assignee, and shall pay such Rents to Assignee, without any obligation or right on the part of such Tenant to inquire as to validity or propriety of any such demand by Assignee and notwithstanding any notice from or claim of Assignor to the contrary; and (b) Assignor shall have no right, claim or recourse against any such Tenant, and all Tenants are hereby relieved of all duty, liability and obligation to Assignor, in respect of all Rents so paid to Assignee.

15. Assignor is also hereby assigning and transferring to Assignee all future Leases and Guaranties and Assignor further agrees to execute and deliver, at the request of Assignee, all such further assurances and assignments of the Leases, Rents, Options to Purchase, Security Deposits and Guaranties as Assignee shall from time to time require. Upon request by Assignee, Assignor shall deliver to Assignee duplicate originals (or if permitted by Assignee, true and complete copies thereof so certified by Assignor) of each and all of the Leases and Guaranties in existence from time to time.

16. Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that until an Event of Default shall occur or exist, Assignor shall have the right and privilege only to collect and retain the Rents, to enforce the collection thereof by appropriate action or proceeding in the name of Assignor, and to otherwise manage the Premises, but only in strict compliance with the terms, covenants and conditions herein contained. The foregoing rights and privileges of Assignor shall, upon the occurrence or existence of any Event of Default, automatically and immediately cease and terminate, without notice to Assignor (notice as to any such Event of Default being hereby expressly waived by Assignor). Assignee hereby agrees that the rights and privileges of Assignee pursuant to the Assignment shall not be exercised until an Event of Default shall occur or exist.

17. This Assignment and the Mortgage (collectively, the "Security Documents" for the purpose of this Paragraph only) constitute equal security for the payment and discharge of the Liabilities, and none of the liens or security interests evidenced by the Security Documents shall be deemed to have preference or priority over any other of the liens or security interests evidenced by the Security Documents.

18. Nothing herein contained, nor the exercise by Assignee of any of the rights, powers, privileges, interests, remedies and authority herein granted and assigned, shall be, or shall be construed to be, an affirmation by Assignee of any of the Leases or of any option to renew or extend the same, or an assumption of liability under, or a subordination of the lien of the Mortgage or of the liens, rights and interests created by this Assignment and the other Financing Loan Documents to any of the Leases or any such option.

19. Assignor also hereby grants to Assignee a security interest in Rents, Options to Purchase and Security Deposits pursuant to the Uniform Commercial Code of the State of Indiana (the "Code"), and this Assignment shall operate as a security agreement under the Code, thereby entitling Assignee to all the benefits, rights and remedies therein conferred upon a secured party (as such term is defined in the Code). Assignor will, at the request of Assignee, execute or join with Assignee in executing and, at Assignor's own expense, file and refile under the Code, such financing statements, amendments thereto, continuation statements and other documents in such states and in such offices as Assignee may deem necessary or

appropriate and wherever required or permitted by law in order to perfect and preserve Assignee's security interest in the Rents, Options to Purchase and Security Deposits, and hereby authorizes Assignee to file financing statements, amendments thereto and continuation statements relative to all or any part of the Rents and Security Deposits without the signature of Assignor where permitted by law.

20. Assignor hereby agrees that the occurrence or existence of any of the events or conditions specified in the Notes, the Mortgage, or any other Financing Loan Document as a "Default" or an "Event of Default", shall constitute an Event of Default hereunder.

21. All the terms, covenants, conditions, representations and provisions and all the warranties, in the case of makers and obligors, contained in the Notes, and the other Financing Loan Documents are, by this reference, adopted and incorporated into this Assignment to the same full extent and with the same binding force and effect as if all such terms, covenants, conditions, representations, provisions and warranties were herein stated in full, it being the express intent that this Assignment, the Notes and the other Financing Loan Documents each complement and supplement the others to the extent necessary or required to protect, preserve and confirm the rights, powers, interests and remedies of Assignee in respect of the Liabilities.

22. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any Tenant under any of the Leases.

23. All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by Assignee or Assignor, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given three business days after deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested to the following:

**Assignor:** MILLER BEACH LIMITED PARTNERSHIP  
134 North LaSalle Street  
Suite 2006  
Chicago, Illinois 60602  
Attn: Edgar A. Blumenfeld

**Assignee:** BUILDERS BANK  
225 N. LaSalle Street  
Chicago, Illinois 60601-1203  
Attn: David Wattenberg, Senior Vice President

24. (a) This Assignment, and all the provisions hereof, shall extend to and be binding upon Assignor, its successors and assigns, and upon any party or parties from time to time permitted to hold title to or have an interest in the Premises, except that the benefits and privileges accruing to Assignor hereunder shall only extend and inure to such of the successors and assigns of Assignor or such party or parties as may be permitted pursuant to the Mortgage. This Assignment and all



the rights, powers, privileges and immunities herein assigned and granted to Assignee shall extend and inure to the benefit of the successors and assigns (including all holders, now or hereafter, of the Notes) of Assignee. The terms "Assignor" and "Assignee" and all personal pronouns as herein used shall be taken to include the singular or plural, and the masculine, feminine or neuter gender, as may be applicable.

(b) All the Liabilities and obligations of Assignor hereunder are, and shall be, at all times, joint and several.

(c) This Assignment shall in all respects be construed and enforced in accordance with, and governed by, the internal laws of the State of Illinois, excluding conflicts of law rules. This Assignment may not be amended or modified, nor may any of the interests and rights hereby assigned be released, except by a writing signed by or on behalf of the party to be bound thereby.

(d) Assignor agrees to pay, on demand of Assignee, all reasonable costs and expenses, including without limitation court costs and attorneys' and paralegal' fees and costs, and expenses, paid, sustained or incurred by Assignee in connection with the enforcement of this Assignment, including post-judgment remedies, appeals and any matters relating to the bankruptcy or reorganization of Assignor, and with interest thereon, from the date on which such costs and expenses are so paid, sustained or incurred by Assignee to the date of receipt of payment thereof from Assignor, at the highest interest rate specified in the Notes.

(e) Whenever possible, each provision of this Assignment and the application thereof shall be interpreted in such a manner as to be effective, valid and enforceable under applicable law, but if any provisions of this Assignment, or the application thereof to any persons or circumstances, shall be invalid, illegal or unenforceable in any respect under such law, such provision or application shall be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of such provision or the remaining provisions of this Assignment, or the application of such invalid, illegal or unenforceable provision to persons or circumstances other than those to which such provision is invalid, illegal or unenforceable.

(f) The UNDERSTANDINGS to this Assignment are hereby incorporated into and made a part of this Assignment and shall be deemed covenants, representations and warranties binding upon Assignor.

(g) The covenants, representations and warranties made by Assignor under this Assignment are, and shall be deemed to be, of continuing force and effect until all the Liabilities have been fully and finally paid, discharged and performed.

(h) In the event Assignor is a land trustee, then this Assignment is executed by Assignor, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the Liabilities, and through enforcement of the provisions of this Assignment and any other collateral or guaranty from time to time securing payment of the Liabilities; no personal liability shall be asserted or be enforceable against the trustee, because or in respect of this Assignment or the making, issue or transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases, Rents and Security Deposits to be executed and delivered as of the date first above written.

Address:

134 N. LaSalle Street  
Suite 2006  
Chicago, Illinois 60602

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

ASSIGNOR:  
MILLER BEACH LIMITED PARTNERSHIP,  
AN ILLINOIS LIMITED PARTNERSHIP

By: RCF, INC.,  
an Illinois corporation  
Its General Partner

By:   
EDGAR A. BLUMENFELD, PRESIDENT



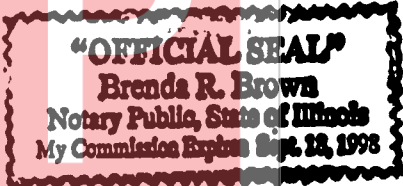
STATE OF ILLINOIS            )  
  ) S.S.  
COUNTY OF Cook            )

I, Brenda R. Brown, a Notary Public in and for the County and State aforesaid, do hereby certify that EDGAR A. BLUMENFELD, personally known to me to be the same person whose name is as President of RCF, INC., an Illinois corporation, which is as General Partner in MILLER BEACH LIMITED PARTNERSHIP, an Illinois limited partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of September, 1998.

Brenda R. Brown  
NOTARY PUBLIC

My Commission Expires: 9-18-98





**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS**  
**BY**  
**MILLER BEACH LIMITED PARTNERSHIP AND BUILDERS BANK**

**LEGAL DESCRIPTION**

LOTS 10 TO 20, BOTH INCLUSIVE, BLOCK 1, INDIAN HILLS ADDITION TO GARY, AS SHOWN IN PLAT BOOK 19, PAGE 15, IN LAKE COUNTY, INDIANA, AND ALSO PART OF BLOCK 3, MILLER STATION SUBDIVISION (EWINGS SUBDIVISION), INCLUDING VACATED ALLEY, AS SHOWN IN PLAT BOOK 5, PAGE 45, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE NORTH RIGHT OF WAY OF THE WABASH RAILWAY COMPANY WHICH IS 225 FEET EAST OF THE WEST LINE OF SAID BLOCK 3 AND RUNNING THENCE EAST ALONG THE SAID RIGHT OF WAY LINE 270.73 FEET, MORE OR LESS, TO THE EAST LINE OF ALLEY NO. 50 EAST (BEING THE EAST LINE OF THE LINE IMMEDIATELY WEST OF AND ADJACENT TO BLOCK 1, INDIAN HILLS ADDITION TO GARY); THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTH LINE OF DUNES RELIEF HIGHWAY BEING THE SOUTH LINE OF 8TH AVENUE EXTENDED WESTERLY, AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF INDIAN HILLS ADDITION TO GARY RECORDED DECEMBER 1, 1925, PLAT BOOK 19, PAGE 15; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID DUNES RELIEF HIGHWAY TO THE INTERSECTION OF A LINE 225 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK 3; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID BLOCK 3 TO THE POINT OF BEGINNING, IN THE CITY OF GARY, LAKE COUNTY, INDIANA.

KEY NOS.: 45-70-11 AND 42-291-1 AND 42-291-9

Address: 4905 Melton Road  
Gary, Indiana