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RECORDED

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THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell
500 W. Madison
Chicago, IL 60661

LOAN#: 010097154

ASSIGNMENT OF RENTS

CITIBANK[®]
Real Estate Group
500 West Madison
Chicago, Illinois 60661
Telephone (1 312 627 3900)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

MERCANTILE NATIONAL BANK OF INDIANA



of the City of Hohman County of Lake and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated JUNE 9, 1989 and known as Trust No. 5171, in consideration of a loan in the amount of SIX HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100

----- dollars (\$ 693,750.00)
evidenced by a promissory note and secured by a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto **Citibank, Federal Savings Bank**, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Lender), all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LOT 10 IN PHASE ONE SUBDIVISION OF TRACT "E" BROADFIELD CENTER, TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 66, PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

KEY NO. 15-575-10 TAX UNIT NO. 8

more commonly known as:
9247 Broadway Street
Merrillville, IN 46410

July 2002 067127

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IT IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NOT EXERCISE ANY OF ITS RIGHTS UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Lender, whether such leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned does hereby irrevocably appoint the Lender the agent of the undersigned and consent that the Association assume the management of said property, and may let and re-let said premises or any part thereof, according to its own discretion, and bring or defend any suits in connection with said premises in its own name, or in the name of the undersigned, as it may consider expedient, and make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Lender may do.

It is understood and agreed that the Lender may use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises including taxes, assessments and insurance premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confirm all that the Lender may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the Lender shall be fully paid, at which time this assignment shall terminate.

The failure of the Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise thereafter.

THIS ASSIGNMENT is executed by the undersigned Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, 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 and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee in its individual corporate capacity, but as covenants, undertakings and agreements of the Trustee acting solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the Trustee in its individual corporate capacity, or against any agent or employee of the said Trustee, on account hereof, or on account of any covenant, undertaking 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 holders hereof, and by all persons claiming by or through or under said parties or holders, and any of said parties or holders shall look solely to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, MERCANTILE NATIONAL BANK OF INDIANA not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its

Secretary this

Day of July 18th, 2002

TRUSTEE: MERCANTILE NATIONAL BANK OF INDIANA



See ATTACHED Signature Page
not personally, but as trustee as aforesaid

ATTEST

By: _____

By: _____

Its: _____

Its: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, _____, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT _____, personally known
to me to be the _____, President and _____ Secretary
respectively of _____
in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their 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, and caused
the corporate seal of said corporation to be thereto affixed.

GIVEN under my hand and Notarial Seal this _____ day of _____.

My Commission Expires: _____

Notary Public



This ASSIGNMENT OF RENTS, is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated June 9, 1989, creating trust number 5171; 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, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, 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 MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being 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 shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, 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.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/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, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Vice President and Trust Officer and attested by its Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

By: 
Mike Cava, Vice President and Trust Officer

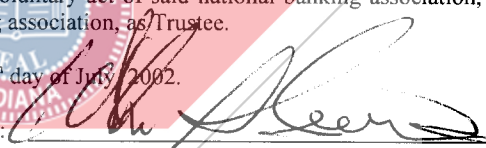
ATTEST

Loretta C. Dorman, Vice President
and Trust Officer

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Mike Cava, Vice President and Trust Officer, and Loretta C. Dorman, Vice President & Trust Officer, of **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 19th day of July, 2002.

Signed: 
William G. Crabtree II, Notary Public

