

ASSIGNMENT OF RENTS AND LEASES

2005

THIS ASSIGNMENT, made this 14th day of June, 2002, is by and between HAMMOND CENTER ASSOCIATES LIMITED PARTNERSHIP, an Ohio limited partnership ("Assignor") whose mailing address is c/o Oxford Realty Group, Inc., 3146 Doriann Drive, Northbrook, Illinois 60062-6910, Attn: Mr. Howard Alterrson, and US BANK NATIONAL ASSOCIATION, d/b/a/ FIRSTAR BANK, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is c/o Commercial Real Estate Department, 425 Walnut Street, P.O. Box 1038, Mail Location 9205, Cincinnati, Ohio 45201-1038 ("Lender").

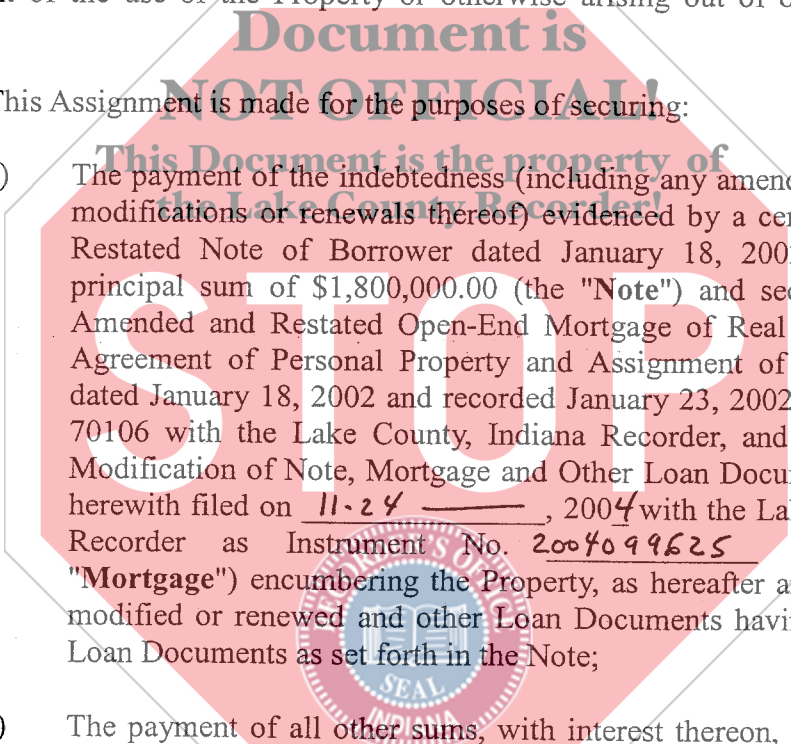
Chicago Title Insurance Company
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1. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of the Assignor in, to and under any existing leases, together with any and all future leases hereinafter entered into by any lessor or lessee affecting the real estate described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and all guarantees, amendments, extensions, modifications and renewals of such leases and any of them, all of which are hereinafter called the "Leases", and all rents, receipts, revenues, awards, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the Property or otherwise arising out of or pertaining to the Property.

2. This Assignment is made for the purposes of securing:

- (a) The payment of the indebtedness (including any amendments, extensions, modifications or renewals thereof) evidenced by a certain Amended and Restated Note of Borrower dated January 18, 2002 herewith in the principal sum of \$1,800,000.00 (the "Note") and secured by a certain Amended and Restated Open-End Mortgage of Real Property, Security Agreement of Personal Property and Assignment of Rents and Profits dated January 18, 2002 and recorded January 23, 2002 as Instrument No. 70106 with the Lake County, Indiana Recorder, and as amended by a Modification of Note, Mortgage and Other Loan Documents of even date herewith filed on 11-24, 2004 with the Lake County, Indiana Recorder as Instrument No. 2004099625 (collectively, the "Mortgage") encumbering the Property, as hereafter amended, extended, modified or renewed and other Loan Documents having the meaning of Loan Documents as set forth in the Note;
- (b) The payment of all other sums, with interest thereon, becoming due and payable to Lender under the provisions of the Mortgage and any other instrument constituting security for the Note, including without limitation, the other Loan Documents;



STATE OF INDIANA
LAKE COUNTY
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- (c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note, including without limitation, the other Loan Documents; and
- (d) The payment of all other indebtedness, whether now existing or hereafter arising, of Borrower, or any of their respective affiliates, to Lender.

3. Borrower covenants and agrees with Lender as follows:

- (a) The sole ownership of the entire lessor's interest in the Leases is vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. The ownership of the fee simple title to the Property is vested in Assignor.
- (b) No Leases (including any guaranties of such Leases) shall be entered into or materially altered, modified, amended, terminated, cancelled or surrendered nor any material terms or conditions thereof be waived [(check appropriate box and language that follows unchecked boxes shall be deemed deleted)]:
 - except in the ordinary course of business;
 - without the Lender's prior written consent; OR
 - except upon a lease form previously approved in writing by Lender and following such leasing parameters as established from time to time by Lender, in its reasonable discretion.
- (c) There are no defaults now existing under any Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- (d) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.
- (e) Assignor has not accepted and will not accept any rents under any Leases for more than 30 days in advance of their due dates.
- (f) Assignor upon request, from time to time, shall furnish to Lender a rent roll and lease abstract in such reasonable detail as Lender may request, certified by Assignor, of all Leases relating to the Property, and on demand, Assignor shall furnish to Lender executed copies of any and all such Leases.

4. The parties further agree as follows:

- (a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a default has occurred, and has not been cured, under the terms and conditions of the Note or the Mortgage or any other instrument constituting additional security for the Note (collectively called the "Loan Documents") Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property.
- (b) In the event of any default at any time in the Loan Documents, Lender may, at its option, without notice to Assignor, receive and collect all such rents, income and profits as they become due, from the Property and the leasehold interest therein and under any and all Leases of all or any part of the Property. Lender shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.
- (c) Assignor hereby irrevocably appoints Lender its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Assignor, from and after any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property or the leasehold interest therein, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.
- (d) From and after any default that has not been cured, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor or, the Assignor's respective agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Lender to exercise all rights, power and authority herein granted at any and all times

after any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and the leasehold interest therein and of any indebtedness or liability of Assignor or their respective affiliates to Lender, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Lender on the Note and the Mortgage and the other Loan Documents, all in such order as Lender may determine according to provisions of the Note and Mortgage and the other Loan Documents executed herewith. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or leasehold interest therein, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger, or for any environmental hazard on the Property.

- (e) Waiver of or acquiescence by Lender in any default by the Assignor, or failure of the Lender to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Lender shall have under the Loan Documents, or at law or in equity.

6. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7. All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested,

to the above described addresses of the parties hereto, or to such other address as a party may request in writing.

8. The terms "**Assignor**", "**Borrower**" and "**Lender**" shall be construed to include the heirs, personal representatives, successors and assigns thereof.

9. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Lender, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

10. Upon cancellation of record of the Mortgage, this Assignment of Rents And Leases shall automatically and without further documentation or action on the part of the parties hereto, also be cancelled, terminated and be of no further or future force and effect.

11. Assignor hereby waives its right to a trial by jury regarding any dispute under this Assignment to the same extent as such right was waived in the Note and Mortgage.

IN WITNESS WHEREOF, Assignor has hereunto set its hand this ^{05th} 14th day of June, 2002

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This Document is the property of the Lake County Recorder!


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ASSIGNOR:
HAMMOND CENTER ASSOCIATES LIMITED PARTNERSHIP,
an Ohio limited partnership

By: First Centers Development Co.,
an Ohio general partnership, General Partner

By: Equity Investors Centers Co.,
an Ohio general partnership,
General Partner

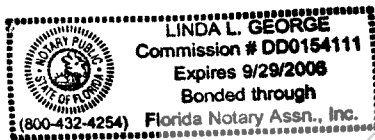
By: Lawrence C. Sherman
Lawrence C. Sherman,
one of its Partners



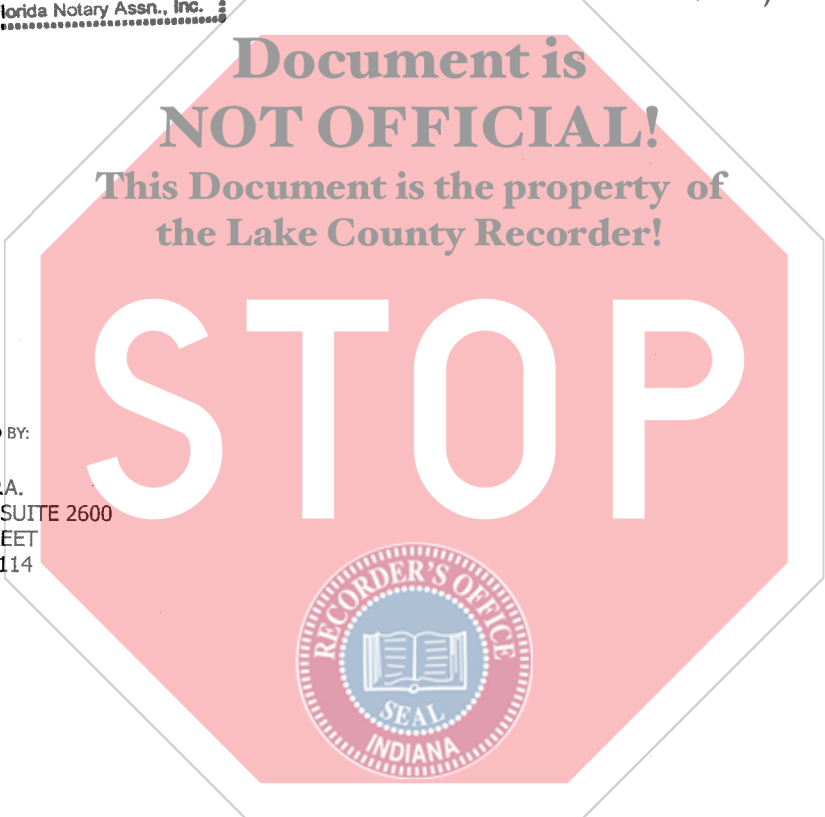
STATE OF FLORIDA)
)
COUNTY OF PALM BEACH) SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **HAMMOND CENTER ASSOCIATES LIMITED PARTNERSHIP**, an Ohio limited partnership, by First Centers Development Co., an Ohio general partnership, General Partner, by Equity Centers Co., an Ohio general partnership, one of its general partners, by Lawrence C. Sherman, one of its partners, who acknowledged that he did sign the foregoing instrument on behalf of Equity Investors Co., as General Partner of Hammond Center Associates Limited Partnership, and such signing was the free act and deed of each of the aforesaid limited partnerships and his free act and deed, individually and as such general partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Palm Bch Gardens, FL, Ohio this 23 day of December, 2004



Linda L. George
NOTARY PUBLIC
My Commission Expires: 9/29/08



THIS INSTRUMENT PREPARED BY:

KAHN KLEINMAN, L.P.A.
TOWER AT ERIEVIEW, SUITE 2600
1301 EAST NINTH STREET
CLEVELAND, OHIO 44114

EXHIBIT A

LEGAL DESCRIPTION

Interstate Plaza Shopping Center

PARCEL 1: Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian and that part of the West Half of Section 16, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 973.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 420.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 52 degrees 39 minutes East, a distance of 840 feet to the point of beginning; thence South 36 degrees 28 minutes 59 seconds East, a distance of 1103 feet; thence North 53 degrees 31 minutes 01 seconds East, a distance of 101.26 feet to a point on the East line of Section 17 and the West line of Section 16, thence continuing North 53 degrees 31 minutes 01 seconds East, a distance of 948.74 feet to the P.C. of Curve No. 1, said curve having a radius of 1050.0 feet; thence Northwesterly along the arc of said curve, a distance of 900.14 feet to the Section line, thence continuing on said curve, a distance of 524.60 feet, to a point on Curve No. 2, said No. 2 having a radius of 200.00 feet; thence Northwesterly along the arc of said Curve No. 2, a distance of 186.75 feet to the P.T. of curve No. 2; thence South 52 degrees 39 minutes West, a distance of 60.00 feet to the point of beginning, in Lake County, Indiana.

PARCEL 2: Easement for the benefit of Parcel 1 as created by Grant of Easement dated March 17, 1969 and recorded May 1, 1969, as Document No. 14765, in the Recorder's Office of Lake County, Indiana, for the purpose of ingress and egress over the land described as follows:

Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 360.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 37 degrees 21 minutes West along said East line 60 feet; thence North 52 degrees 39 minutes East 840 feet; thence South 36 degrees 28 minutes 59 seconds East 60 feet; thence South 52 degrees 39 minutes West 840 feet to the place of beginning.

Subject to the terms, provisions and conditions set forth in said instrument.

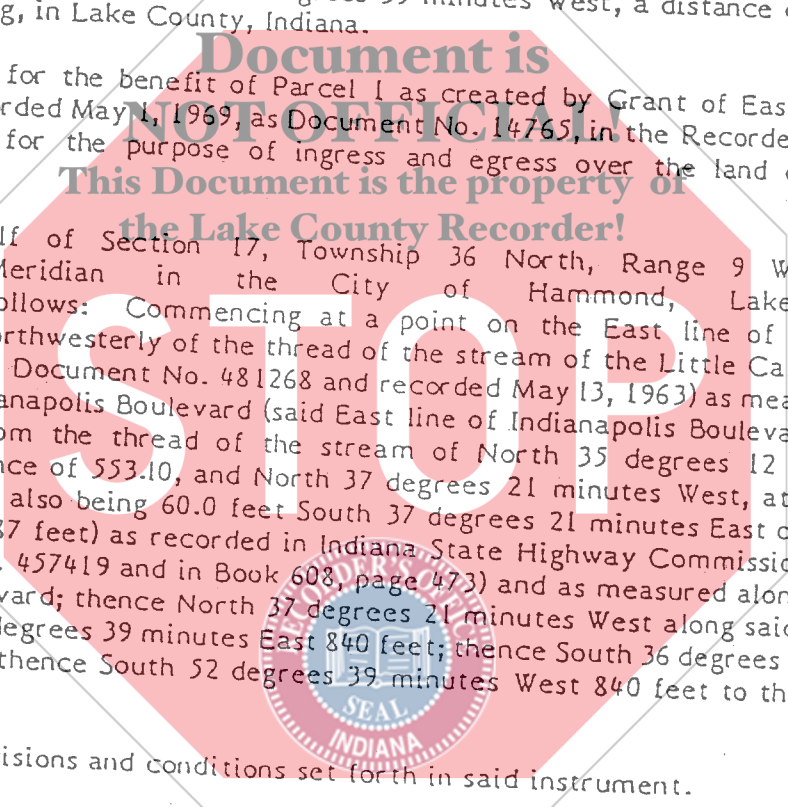
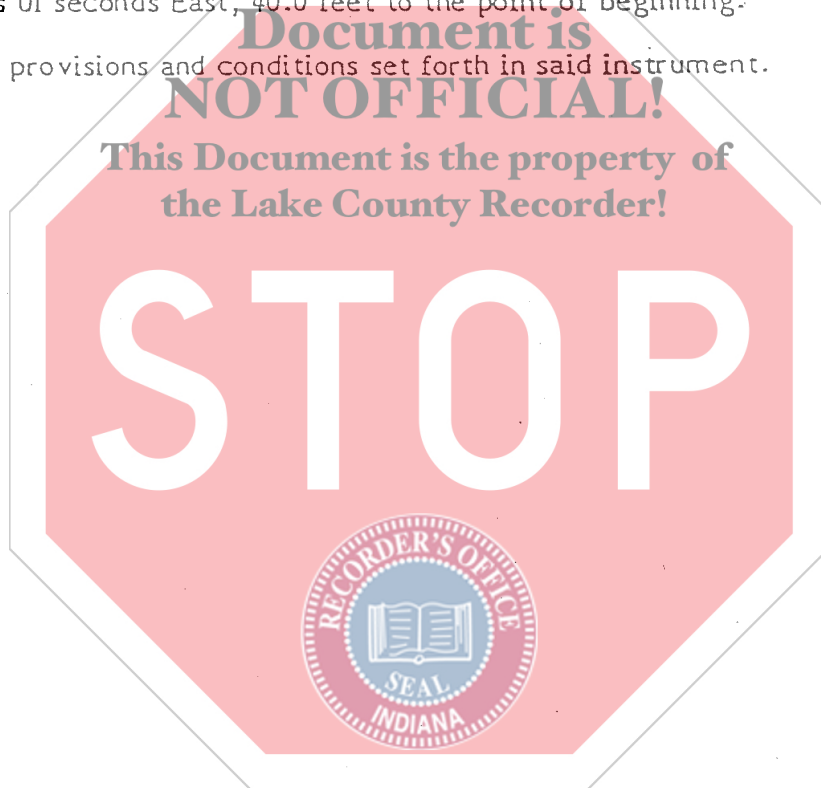


EXHIBIT A
(Legal Description)

PARCEL 3: A 40 foot Easement for the benefit of Parcel 1 as created by Easement Agreement dated November 25, 1985 and recorded December 20, 1985 as Document No. 833951 in the Recorder's Office of Lake County, Indiana for the purpose of ingress and egress over the land described as follows:

Part of the East Half of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distance from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10, and North 37 degrees 21 minutes West, at a distance of 360.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 37 degrees 21 minutes West along said East line, 60.0 feet; thence North 52 degrees 39 minutes East 840.0 feet; thence South 36 degrees 28 minutes 59 seconds East, 60.0 feet to the point of beginning; thence continuing South 36 degrees 28 minutes 58 seconds East, 943.0 feet; thence South 53 degrees 31 minutes 01 seconds West, 40.0 feet; thence North 36 degrees 28 minutes 59 seconds West, 943.0 feet; thence North 53 degrees 31 minutes 01 seconds East, 40.0 feet to the point of beginning.

Subject to the terms, provisions and conditions set forth in said instrument.



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