

RECORDATION REQUESTED BY:  
First National Bank of Illinois  
MAIN BRANCH  
3256 Ridge Rd  
Lansing, IL 60438

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 044494

2005 JUN -1 AM 10:06

WHEN RECORDED MAIL TO:  
First National Bank of Illinois  
MAIN BRANCH  
3256 Ridge Rd  
Lansing, IL 60438

MICHAEL A. BROWN  
RECORDER

CHICAGO TITLE INSURANCE COMPANY

18

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Ivy J. Drobac, Assistant Vice President  
First National Bank of Illinois  
3256 Ridge Rd  
Lansing, IL 60438

CM 6200 46732

Document is  
NOT OFFICIAL!

THIS ASSIGNMENT OF RENTS dated January 21, 2005, is made and executed between Lake County Trust Company, as Trustee under Trust Agreement dated January 19, 2005 and known as Trust No. 5609 (referred to below as "Grantor") and First National Bank of Illinois, whose address is 3256 Ridge Rd, Lansing, IL 60438 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

See exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 133rd & Marshall St., Crown Point, IN.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF US AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

OUR WAIVERS AND RESPONSIBILITIES. Lender need not tell us about any action or inaction Lender takes in connection with this Assignment. We assume the responsibility for being and keeping informed about the Property. We waive any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the

7

40-  
7P  
CT

**ASSIGNMENT OF RENTS (Continued)**

Property. We agree to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment, unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDERS' RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

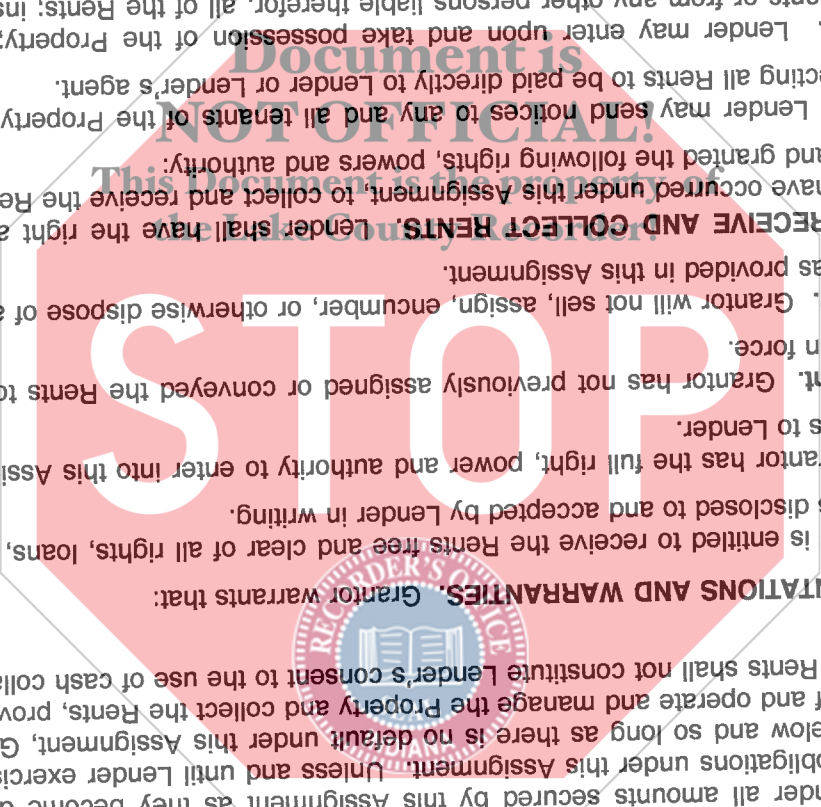
**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact



**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 0010

Page 3

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by us, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to our trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation us), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** We fail to make any payment when due under the Indebtedness.

**Other Defaults.** We or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and us or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of

ASSIGNMENT OF RENTS  
(Continued)

any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by us or Grantor or on our or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Deductive Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of us or Grantor, the appointment of a receiver for any part of our or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against us or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of us or Grantor or by any governmental agency against the Rents or any property securing the indebtedness. This includes a garnishment of any of our or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by us or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if we or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 0010

Page 5

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to us or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law

**ASSIGNMENT OF RENTS  
(Continued)**

provisions. This Assignment has been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois, or Lake County, State of Indiana.

**Joint and Several Liability.** All obligations of us and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to us shall mean each and every us. This means that each we and Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, unenforceable as to any other circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 0010

Page 7

interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Lake County Trust Company Trust No. 5609.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO LENDER BY THE PERSON OR PERSONS SIGNING BELOW AS EITHER BORROWER OR GRANTOR (REFERRED TO IN THIS PARAGRAPH AS "THE UNDERSIGNED"), INCLUDING, BUT NOT LIMITED TO, (I) THE NOTE AND ALL OTHER PROMISSORY NOTES THAT HAVE BEEN OR ARE IN THE FUTURE SIGNED AND DELIVERED TO LENDER BY THE UNDERSIGNED, (II) THE UNDERSIGNED'S OBLIGATIONS UNDER ANY EXISTING OR FUTURE GUARANTIES OF INDEBTEDNESS OR OBLIGATIONS OF OTHERS AND (III) ALL OBLIGATIONS OF THE UNDERSIGNED HEREUNDER. "INDEBTEDNESS" INCLUDES ALL PRESENT AND FUTURE INDEBTEDNESS AND OBLIGATIONS OWING TO LENDER BY THE UNDERSIGNED, REGARDLESS OF WHETHER ANY SUCH INDEBTEDNESS OR OBLIGATION IS (A) NOT PRESENTLY INTENDED OR CONTEMPLATED BY LENDER OR THE UNDERSIGNED, (B) INDIRECT, CONTINGENT OR SECONDARY, (C) UNRELATED TO ANY COLLATERAL THAT SECURES ANY SUCH INDEBTEDNESS OR OBLIGATION OR TO ANY FINANCING OF ANY SUCH COLLATERAL BY LENDER OR (D) OF A KIND OR CLASS THAT IS DIFFERENT FROM ANY INDEBTEDNESS OR OBLIGATION NOW OWING TO LENDER BY THE UNDERSIGNED. IF THE UNDERSIGNED IS MORE THAN ONE PERSON, THEN "INDEBTEDNESS" INCLUDES ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO LENDER BY ANY ONE OR MORE OF THOSE PERSONS, REGARDLESS OF WHETHER THE REMAINING PERSON OR PERSONS ARE NOT LIABLE FOR ANY SUCH INDEBTEDNESS OR OBLIGATIONS OR WHETHER ONE OR MORE PERSONS OTHER THAN GRANTOR ARE ALSO LIABLE FOR SUCH INDEBTEDNESS AND OBLIGATIONS..

ASSIGNMENT OF RENTS (Continued)

Lender. The word "Lender" means First National Bank of Illinois, its successors and assigns.

Note. The word "Note" means the Promissory Note dated January 21, 2005 in the original principal amount of \$2,345,000.00 and the Promissory Note dated January 21, 2005 in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory notes or agreements.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

GRANTOR'S LIABILITY

This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 21, 2005.

GRANTOR:

LAKE COUNTY TRUST COMPANY TRUST NO. 5609

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 01-19-2005 and known as Lake County Trust Company Trust No. 5609.

SEE SIGNATURE PAGE ATTACHED

By:

By:



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, 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.

The information contained in this instrument has been furnished the undersigned by the 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.

(Page 1 of 2 pages of Trustee's Signature Page)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 21<sup>st</sup> day of January, 2005.

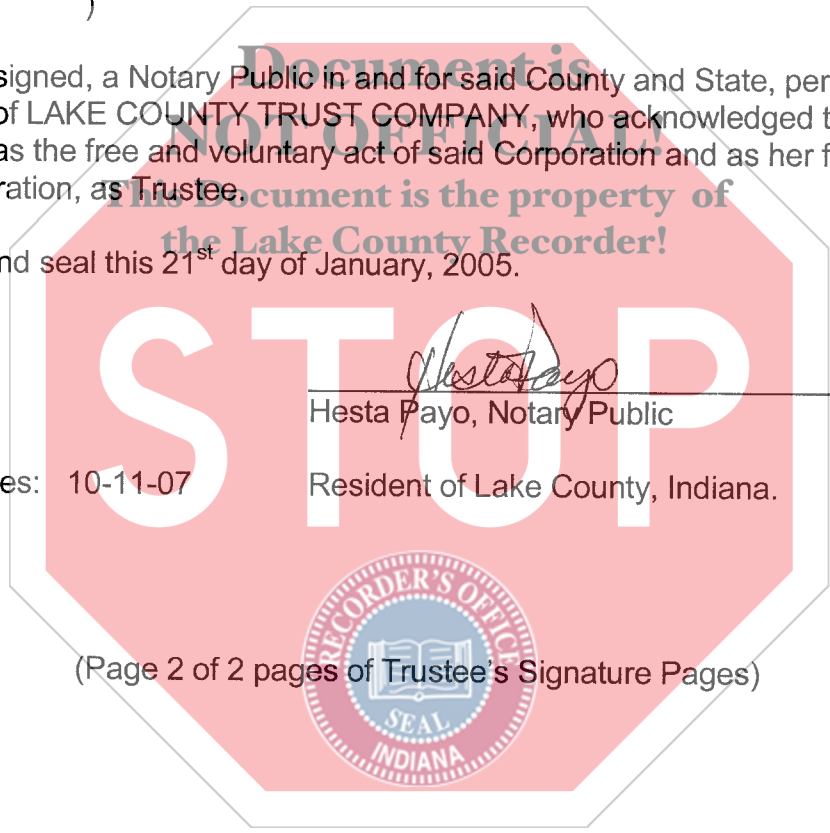
LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 19, 2005 and known as Trust No. 5609.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 21<sup>st</sup> day of January, 2005.



Hesta Payo  
Hesta Payo, Notary Public  
Resident of Lake County, Indiana.

My Commission Expires: 10-11-07

ASSIGNMENT OF RENTS  
(Continued)

Loan No: 0010

Page 9

TRUST ACKNOWLEDGMENT

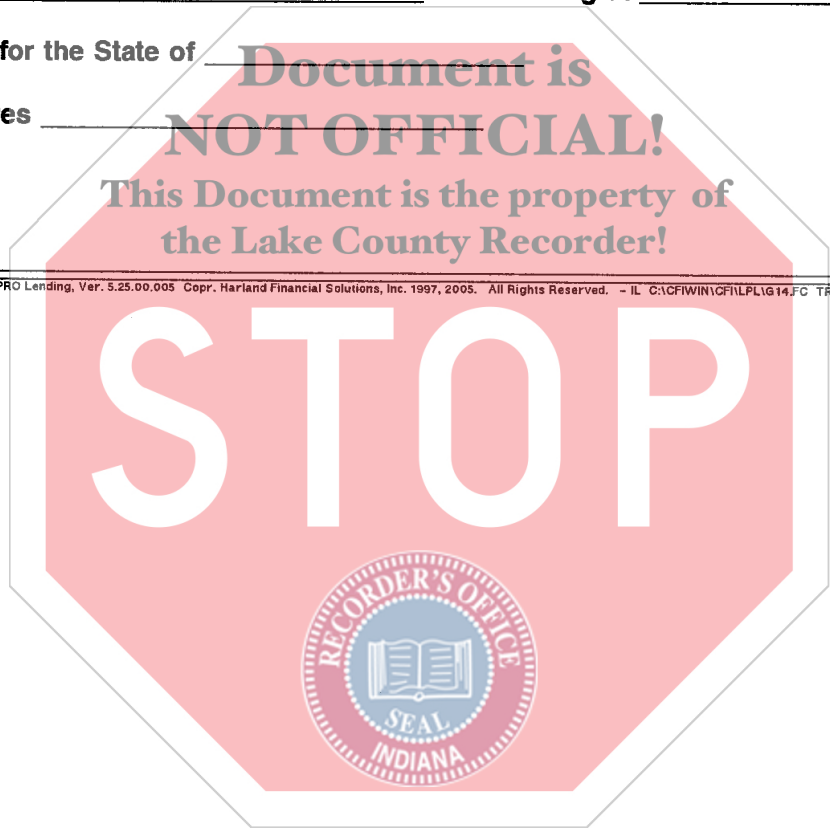
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, and \_\_\_\_\_, of Lake County Trust Company, and known to me to be authorized trustees or agents of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Part of the South half of the Northwest quarter of Section 20, Township 34 North, Range 8 West of the Second Principal Meridian, commencing at the Northeast corner of said tract and running thence South along the East line thereof 330.0 feet; thence West 1309.54 feet to a point in the center line of the public highway which is 331.72 feet Southerly of the North line of said tract; thence Northerly along the center line of said public highway 331.72 feet to the North line of said tract, thence East along the North line of said tract 1303.30 feet to the place of beginning, in Lake County, Indiana.

Taxed under Tax Key Number 7-16-3



Page 1

Part of the South half of the Northwest quarter of Section 20, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at a point on the East line of said tract which is 330 feet South of the Northeast corner thereof and continuing South along the East line of said tract 330 feet to the North line of Deed Record 1088, page 367, recorded June 13, 1958; thence West parallel with the North line of said tract 1,315.78 feet to a point in the centerline of a public highway; thence Northerly along said centerline to the South line of Trustee's Deed 2002 015383 recorded February 12, 2002 (which point is 331.72 feet from the North line of the South half of the Northwest quarter); thence East parallel with the South line of said tract 1,309.54 feet to the point of beginning.

Taxed under Tax Key Number 7-16-22



*Parent 2*

The West half of the Southeast Quarter of Section 20, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana,

EXCEPT the West 762.85 feet of the South 250 feet thereof,

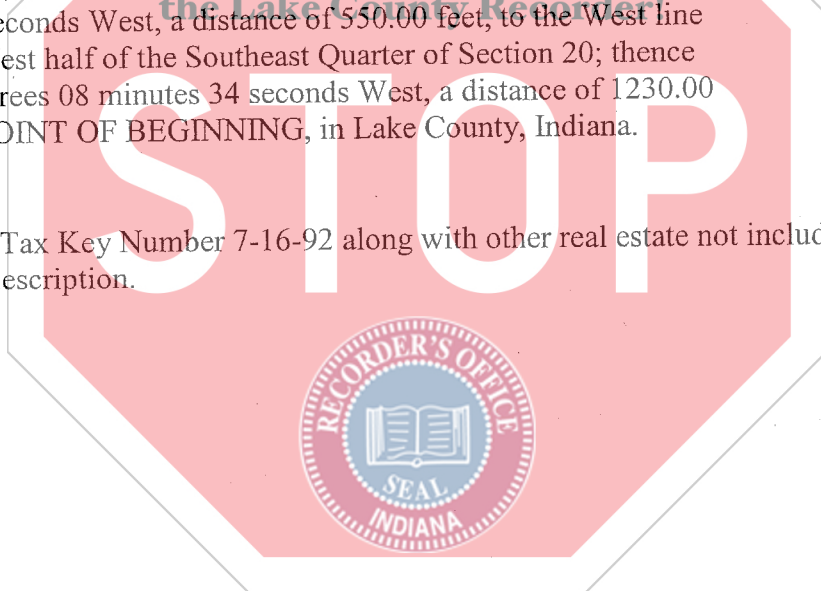
AND EXCEPT that part falling within the following described parcel:

BEGINNING on the South line of said Section 20 and 558.8 feet West of the Southeast corner of the West half of the Southeast Quarter of said Section 20; thence North 150 feet; thence West 90 feet; thence South 150 feet to the South line of said Section 20; thence East along said Section line 90 feet to the POINT OF BEGINNING,

AND EXCEPT that part described as follows:

BEGINNING at the Northwest corner of the said West half of the Southeast Quarter of said Section 20; thence South 89 degrees 45 minutes 05 seconds East, a distance of 500.00 feet; thence South 00 degrees 14 minutes 55 seconds West, a distance of 545.00 feet; thence South 82 degrees 13 minutes 13 seconds East, a distance of 810.00 feet; thence South 10 degrees 38 minutes 13 seconds West, a distance of 500.62 feet; thence South 14 degrees 57 minutes 46 seconds East, a distance of 475.16 feet; thence North 89 degrees 57 minutes 46 seconds West, a distance of 430.00 feet; thence North 42 degrees 30 minutes 35 seconds West, a distance of 514.10 feet; thence South 89 degrees 51 minutes 26 seconds West, a distance of 550.00 feet, to the West line of the said West half of the Southeast Quarter of Section 20; thence North 00 degrees 08 minutes 34 seconds West, a distance of 1230.00 feet, to the POINT OF BEGINNING, in Lake County, Indiana.

Taxed under Tax Key Number 7-16-92 along with other real estate not included in the above legal description.



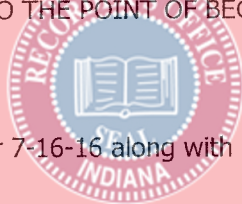
Panel 3

PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, BEING A TRACT OF LAND LYING IN THE SOUTHEAST CORNER OF THAT PART OF THE SAID SOUTHWEST QUARTER LYING WESTERLY OF THE PUBLIC HIGHWAY IN THE FORM OF A PARALLELOGRAM WHOSE RECTANGULAR MEASUREMENTS, TAKEN FROM THE CENTERLINES OF THE HIGHWAYS, ARE 466.7 FEET NORTH AND SOUTH BY 466.7 FEET EAST AND WEST, IN LAKE COUNTY INDIANA,

EXCEPTING THAT PART LYING WITHIN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A POINT 473.05 FEET NORTH AND 600.11 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE SOUTH 17 DEGREES 32 MINUTES WEST A DISTANCE OF 6.66 FEET TO THE POINT OF BEGINNING ON A LINE THAT RUNS PARALLEL WITH AND 466.70 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 20; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 467.42 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS YOUCHE COUNTRY CLUB ROAD; THENCE SOUTHWEST ALONG SAID CENTER LINE A DISTANCE OF 26.50 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 470.51 FEET; THENCE NORTH 17 DEGREES 32 MINUTES EAST A DISTANCE OF 27.27 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THAT PART LYING WITHIN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A POINT 473.05 FEET NORTH AND 600.11 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 20, THENCE SOUTH 17 DEGREES 32 MINUTES WEST A DISTANCE OF 6.66 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED ON JULY 20, 1998, AS DOCUMENT 98055209, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND ALSO BEING ON A LINE THAT RUNS PARALLEL WITH AND 466.70 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 20; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 15.34 FEET TO A LINE THAT RUNS PARALLEL WITH AND 466.70 FEET WEST OF THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS YOUCHE COUNTRY CLUB ROAD; THENCE SOUTHWEST ALONG SAID PARALLEL LINE A DISTANCE OF 495.75 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 20; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 20 A DISTANCE OF 30.79 FEET TO A POINT THAT IS 444.05 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED ON JULY 20, 1998, AS DOCUMENT 98055209, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA ; THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 490.75 FEET TO THE POINT OF BEGINNING.

Taxed under Tax Key Number 7-16-16 along with other real estate.



Parcel 4

All that part of the Southwest Quarter of Section 20, Township 34 North, Range 8 West of the 2<sup>nd</sup> P.M., lying East of the centerline of the public highway running northerly and southerly thru said Southwest Quarter, except that part described as follows: Commencing at the Northeast corner of said Southwest Quarter of Section 20; thence South 00 degrees 08 minutes 34 seconds East, a distance of 2651.68 feet, to the South line of the said Southwest Quarter of Section 20; thence North 89 degrees 51 minutes 53 seconds West, a distance of 457.23 feet; thence North 40 degrees 42 minutes 32 seconds West, a distance of 395.60 feet; thence North 50 degrees 46 minutes 30 seconds East a distance of 209.02 feet; thence North 00 degrees 18 minutes 37 seconds East, a distance of 593.98 feet; thence North 15 degrees 10 minutes 32 seconds East, a distance of 471.91 feet; thence North 71 degrees 11 minutes 56 seconds West, a distance of 209.65 feet; thence South 27 degrees 47 minutes 38 seconds West, a distance of 293.31 feet; thence South 22 degrees 57 minutes 12 seconds West, a distance of 427.80 feet; thence South 46 degrees 28 minutes 27 seconds West, a distance of 728.74 feet; thence North 86 degrees 56 minutes 14 seconds West, a distance of 162.94 feet, to the center line of said public highway; thence northerly along a curve concave to the West, having a radius of 1500.00 feet, a chord bearing North 13 degrees 09 minutes 45 seconds East, an arc distance of 110.44 feet, to a point of reverse curvature; thence northerly along a curve concave to the East, having a radius of 1500.00 feet, a chord bearing North 12 degrees 58 minutes 57 seconds East, an arc distance of 101.02 feet, to a point of reverse curvature; thence northerly along a curve concave to the West, having a radius of 7500.00 feet, a chord bearing North 13 degrees 00 minutes 37 seconds East, an arc distance of 497.85 feet, to a point of compound curvature; thence northerly along a curve concave to the West, having a radius of 2500.00 feet, a chord bearing North 07 degrees 56 minutes 44 seconds East, an arc distance of 276.02 feet, to a point of compound curvature; thence northerly along a curve concave to the West, having a radius of 40000.00 feet, a chord bearing North 04 degrees 23 minutes 35 seconds East, an arc distance of 544.02 feet, to a point of compound curvature; thence northerly along a curve concave to the West, having a radius of 17000.00 feet, a chord bearing North 02 degrees 44 minutes 33 seconds East, an arc distance of 748.25 feet, to the North line of the said Southwest Quarter; thence South 89 degrees 45 minutes 05 seconds East, a distance of 1337.64 feet, to the point of beginning, in Lake County, Indiana.

Taxed under Tax Key Number 7-16-16 along with other real estate.

Page 5