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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made this 24 day of May, 2005, by WILDWOOD PROPERTIES, LLC ("Assignor"), an Indiana limited liability company, in favor of UNION PLANTERS BANK, N.A. ("Assignee"), a national banking association.

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RECITALS

A. Assignor, as Borrower, and Assignee, as Lender, and Vladimir Gastevich, and Eric T. Gastevich, as Guarantors, have entered into a certain Loan Agreement dated August 31, 2000 (the "Loan Agreement") pursuant to which Assignee has agreed to lend certain sums to Assignor.

B. To secure the repayment of the indebtedness payable under the Loan Agreement and the performance of the obligations of Assignor set out therein, Assignor has executed and delivered to Assignee real estate mortgages and certain other instruments. The property encumbered by the mortgages is more particularly described on Schedule A attached hereto (the "Real Estate"). The terms "Promissory Note," "Mortgage," and "Instruments" shall have the same meaning as set forth in the Loan Agreement. The terms and conditions of the Loan Agreement are incorporated herein by reference.

C. As additional consideration for the loan made to Assignor pursuant to the Loan Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in the rents, income, profits and leases relating to the Real Estate.

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TERMS

NOW, THEREFORE, in consideration of the Loan made by Assignee to Assignor under the Loan Agreement, the terms and conditions of which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Leases. Assignor hereby absolutely and unconditionally assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all leases, rental agreements or other agreements, however denominated, which provide for the occupancy of all or any part of the Real Estate, including specifically, but without limitation, the leases described in Schedule B attached hereto, together with any and all future leases, rental agreements or other agreements hereinafter entered into by Assignor relating to the Real Estate and all amendments, extensions and renewals of all present and future leases and agreements. Any and all such leases and agreements will be collectively referred to herein as the "Leases" and individually as a "Lease".

2. Assignment of Rents. Assignor hereby absolutely and unconditionally assigns to Assignee all rents, revenues, income and profits which now may be due and owing under the Leases, or, which may become due and owing under the Leases in the future or which otherwise

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may become due and owing on account of the Real Estate at any time and all of the Assignor's right, title and interest therein (the "Rents").

3. Purpose of Assignment. This Assignment is made as additional consideration for the Loan made pursuant to the Loan Agreement to Assignor, is absolute and presently effective and is not in the nature of a security interest.

4. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as follows:

a. No Prior Assignment. Assignor is the sole owner of the entire lessor's interest in the Leases and the Rents; has not executed any other assignments of any of the Leases or Rents except to Assignee; and has not performed any acts or executed any other instruments which might prevent Assignee from fully exercising its rights under this Assignment.

b. Leases Valid. Each Lease is valid and enforceable in accordance with its respective terms; has not been altered, modified, amended, terminated or renewed; and has not had any provision waived in any manner whatsoever, except those provisions which Assignee has approved in writing prior to the execution hereof .

c. No Default. There is no default now existing under any Lease, nor are there any facts which, with the giving of notice or the lapse of time or both, would constitute a default under any Lease.

d. Collection of Rent. Assignor has not collected or accepted the payment of any Rent under any Lease more than thirty (30) days in advance of the due date thereof, except prepayments in the nature of security for performance of lessees' obligations under a Lease (including, without limitation, first month's rent, last month's rent, and security deposits).

5. Assignor's Obligations. Assignor covenants with Assignee that:

a. No Future Assignment. Assignor will not execute any other assignment of any of the Leases or Rents or perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under this Assignment. Further, Assignor will not agree to the assignment of any of the Leases by any tenant or to the subleasing of any part of the Real Estate by any tenant without the written consent of Assignee; provided, however, that such prior written consent will not be required unless and until an Event of Default, as defined in Section 9 hereof, occurs and Assignee so notifies Assignor in writing.

b. No Alteration of Lease. No Lease will be altered, modified, amended, terminated, renewed nor will any provision thereof be waived in any way, individually or collectively, which would have a negative impact on the appraised value of the Real Estate without Assignee's prior written approval; provided, however, that such prior written consent will not be required unless and until an Event of Default, as defined in Section 9 hereof, occurs and Assignee so notifies Assignor in writing.

c. No Lease Without Consent. Assignor will not enter into any other Lease of all or any part of the Real Estate which, individually or collectively, would have a negative impact on the appraised value of the Real Estate without Assignee's prior written consent; provided, however, that such prior written consent will not be required unless and until Assignee so notifies Assignor in writing.

d. Collection of Rent. Assignor will neither collect nor accept in the future the payment of any Rent under a Lease more than thirty (30) days in advance of the due date thereof except prepayment in the nature of security for performance of the lessee's obligations under a Lease (including, without limitation, first month's rent, last month's rent, and security deposits).

e. Lessor's Duties Under the Leases. Assignor will fulfill and perform each and every condition and covenant of each of the Leases which are to be fulfilled and performed by the lessor therein.

f. Enforcement. At no cost or expense to Assignee, Assignor will enforce, in a commercially reasonable manner, short of termination of the Lease, the performance or observance of the provisions of each Lease by the respective lessee.

g. Notice of Default. Assignor will give (i) written notice to Assignee of any notice of default of Assignor under any Lease promptly upon receipt by Assignor, together with a complete copy of any such notice, and (ii) written notice of any default by the lessee under any Lease promptly upon Assignor's learning thereof, together with a copy of any notice of default given by Assignor to said lessee; provided, however, that such prior written consent will not be required unless and until an Event of Default, as defined in Section 9 hereof, occurs and Assignee so notifies Assignor in writing.

h. Further Documents. Assignor will execute and deliver at Assignee's request all such further assurances and assignments as Assignee will from time to time require or deem necessary.

i. Lease Not Subordinate. Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

Assignee may waive any of the above requirements, from time to time, unless and until an Event of Default has occurred.

6. License of Assignor to Collect Rents. Notwithstanding the provisions of Section 2, Assignee hereby grants to Assignor the right to collect the rents when the same are due and payable, notwithstanding the provisions of Sections 7, 8 and 10, so long as no Event of Default, as defined below, exists: provided, however, that Assignor hereby covenants with Assignee that Assignor will collect all such Rents in trust for the benefit of Assignee and will apply the Rents so received in each respective month to the payment of the principal, interest and all other sums then due and payable in the same month under the Loan Agreement, and the balance of such Rents so received, if any, may be used and enjoyed by the Assignor. Assignor will be obligated to account to Assignee for any Rents collected by Assignor which are not so applied. Upon the occurrence of an "Event of Default", as that term is

defined herein, Assignee may, at its option and at any time after such occurrence and without notice to Assignor, terminate Assignor's license to collect any Rents and make demand and sue to receive and collect all Rents with or without taking possession of the Real Estate. Assignee shall thereafter continue to receive and collect all Rents as long as the default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

7. Payment to Assignee. Upon the occurrence of an Event of Default, to facilitate the collection and application of the Rents, Assignor will cause all payments due under the Leases to be paid by the lessees directly to Assignee at the address of Assignee set forth in Section 19 or to such other address as Assignee may designate in the manner provided for therein. Such provision will be made in the Leases or in separate binding agreements.

8. Application of Rents. Upon the occurrence of an Event of Default, Assignee will receive all Rents and will negotiate, hold same without liability for payment of interest and apply them, to amounts then due and payable under the Promissory Note, Loan Agreement, and any Instrument. Any amounts not applied in any given month as provided above will be refunded to Assignor within thirty (30) days after collection, provided that no default then exists under the Loan Agreement or any of the Leases. After occurrence of a default under the Loan Agreement or any of the Leases, no such refund will be required until such time as said default will be fully cured. Assignee will have the right to apply any and all Rents to cure such default, but will not be required to do so. To the extent required to allow Assignee to receive, negotiate and hold any such Rents, Assignor hereby authorizes Assignee, or its contracted servicing agent, to endorse, as attorney-in-fact for Assignor, any instrument transmitted to Assignee or its servicing agent by any tenant under a Lease.

9. Default. The occurrence of any one or more of the following will be deemed to be a default ("Event of Default") under this Assignment.

a. Under the Loan Agreement, the Promissory Note, the Mortgage or the Instruments. A default exists under the terms of the Loan Agreement, Promissory Note, Mortgage, or any other Instrument (as that term is defined in the Loan Agreement).

b. Under this Assignment. Any material representation or warranty made by Assignor in this Assignment proves to have been false or misleading as of the date made or furnished, or Assignor is in breach of any covenant or warranty contained in this Assignment and such breach is not remedied within ten (10) days after written notice thereof to Assignor.

c. Under Leases. Assignor is adjudged by a court of competent jurisdiction to be in default under the terms and conditions of any Lease.

If a default occurs under Section 9(b) and is not reasonably capable of being cured within ten (10) days, Borrower shall have such additional time as is reasonably necessary to complete the cure, but in no event for more than thirty (30) days after delivery of the notice referred to in Section 9(b), all provided (i) said default is in Lender's reasonable judgment curable within said period, (ii) Borrower provides Lender with written detailed progress reports at least every ten (10) days until the cure is complete, and (iii) Borrower continuously and diligently pursues said cure.

10. Assignee's Remedies. Upon the occurrence of an Event of Default, Assignee may take any and all action necessary to enforce this Assignment or to collect the Rents assigned hereunder, and such action may be taken, without notice, by Assignee, or by its agents or by a receiver appointed by a court and without regard to the adequacy of any security held by Assignee. In addition to any other right of Assignee granted by law, Assignee will have the right to enter upon the Real Estate or any part thereof, with or without process of law, to take possession of all or any part of the Real Estate, together with Assignor's personal property, fixtures, documents, books, records, papers and accounts relating to the Real Estate and to exclude Assignor, their agents or servants wholly from the Real Estate. Assignee may exercise all rights, privileges and powers herein granted without notice to Assignor. Assignee will use and apply all the Rents herein assigned to the payment of the costs of managing and operating the Real Estate and to the payment of any indebtedness or liability of Assignor to Assignee. These costs, indebtedness and liabilities will include but will not be limited to: (i) the payment of taxes, special assessments, insurance premiums and damage claims; (ii) the costs of maintaining, repairing, rebuilding and restoring the improvements on the Real Estate or the cost of making the Real Estate rentable; (iii) reasonable attorneys' fees incurred in connection with the enforcement of this Assignment; and (iv) interest and principal and costs and expenses due from Assignor to Assignee under the Loan Agreement. The Rents will be used and applied in such order as Assignee may determine and as will be permitted under the Instruments. Assignee will 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 Assignor under any of the Leases.

11. No Cure or Assumption of Duties. The collection and application of the Rents or the entering upon and taking possession of the Real Estate or any part thereof, will not cure or waive any default hereunder nor invalidate any act done in response to such default or pursuant to any notice of default; nor will it constitute an assumption by Assignee of any of the obligations, duties or covenants of Assignor.

12. Appointment of Assignee as Attorney-In-Fact. Effective on the occurrence of an Event of Default, Assignor hereby appoints Assignee its true and lawful attorney-in-fact with full power of substitution, in its own name and capacity or in the name and capacity of Assignor, to: (a) demand, collect, receive and give complete acquittances for Rents accruing from the Real Estate; and (b) to file, at Assignee's discretion, any proceeding, action or claim or to take any other action and to make any settlement of any claim, either in its own name or in the name of Assignor, that Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents. Lessees under the Leases are hereby authorized and instructed, upon demand by Assignee, to pay any and all amounts due Assignor pursuant to the Leases to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such lessees. Assignor hereby relieves the lessees of any and all duty, liability or obligation to Assignor in respect of all payments so made.

13. No Liability for Real Estate. This Assignment will not operate to place upon Assignee any responsibility for the control, care, management or repair of the Real Estate or parts thereof. Further, this Assignment will not operate to make Assignee liable for the performance of any of the terms and conditions of the Leases or for any dangerous or defective condition of the Real Estate or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in a loss or injury or death to any lessee, licensee, employee or other person.

14. Assignee's Performance of Assignor's Duties. Upon the occurrence of an Event of Default, Assignee may perform any of Assignor's duties and obligations under the Leases. In the event Assignee expends any monies in performing any of Assignor's obligations under the Leases, such money will accrue interest at a rate equal to four percentage points (400 basis points) over the rate of interest then in effect, from the date of disbursement until repaid to Assignee. Any and all such funds, including interest, will be paid by Assignor to Assignee immediately upon demand therefor and if not so repaid, said funds will be added to Assignor's secured indebtedness to Assignee.

15. Indemnity. Assignor will indemnify Assignee and hold it harmless from any liability, loss or damage (including without limitation, reasonable attorneys' fees) which may be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings which Assignee may be required or alleged to be required to perform or discharge under the Leases. Except as otherwise provided herein, Assignor's indemnity obligations will survive the execution of this Agreement and will continue in effect until all of the indebtedness is fully paid to Lender and the obligations are fully performed.

16. Release of Security and Parties. Assignee may take or release any security, may release any party liable for any indebtedness under the Loan Agreement, may grant extensions, renewals, or indulgences with respect to such indebtedness, and may apply any security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

17. Waiver. Assignee's waiver of or acquiescence in any default by Assignor, or Assignee's failure to insist upon strict performance by Assignor of any warranties or agreements in this Assignment will not constitute a waiver of any subsequent or other default or failure.

18. Cumulative Remedies. Assignee's rights and remedies hereunder are cumulative and not in lieu of but are in addition to any other rights or remedies which Assignee will have under the Loan Agreement or any other instrument made pursuant thereto.

19. Notices. All notices to be given pursuant to this Assignment will be in writing and signed by or on behalf of the party giving the same and will be sufficient if given by personal service, guaranteed overnight delivery service, telex or telegram or mailed postage prepaid, by registered or certified mail to:

Assignor:

WILDWOOD PROPERTIES, LLC
an Indiana limited liability company
One Professional Center
Suite 304
Crown Point, IN 46307

Assignee: UNION PLANTERS BANK, N.A.
a national banking association
437 South Street
P. O. Box 780
Lafayette, Indiana 47902

or to such other addresses as may be designated in writing by the party to be served from time to time; PROVIDED, HOWEVER, that any failure to give notice in accordance with the terms of this Section will not invalidate such notice if such notice was in fact in writing and actually received by the party to whom it was directed.

20. Attorneys' Fees. If any action be taken or suit is instituted to enforce the provisions hereof, or if Assignee is made party to any litigation because of the existence of this Assignment, Assignee will be entitled to receive its costs and reasonable attorneys' fees, incurred both before and after judgment and whether or not suit is filed. Said costs will include, without limitation, costs of reasonable attorneys' fees incurred in any appeal and in any proceedings under present or future federal bankruptcy statutes or state insolvency or receivership statutes.

21. Cancellation. Upon payment in full of all of the indebtedness payable under the Loan Agreement, Assignee shall, upon demand of Assignor, execute and deliver a reassignment of all of its rights hereunder.

22. Governing Law. This Assignment and all rights and obligations under this Assignment including matters of construction, validity and performance, shall be governed by the Uniform Commercial Code and the other laws of the State of Indiana applicable to contracts made and to be performed entirely within the State of Indiana and without giving effect to conflict of law principles.

23. Severability. If any provision of this Assignment, or the application thereof to any person or circumstances, will be invalid or unenforceable to any extent, 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, will not be affected thereby. Each term of this Assignment will be valid and enforceable to the fullest extent permitted by law.

24. Binding Effect. This Assignment will be for the benefit of and binding upon the successors and assigns of Assignor and Assignee.

25. Amendment, Modification. The provisions of this Assignment may be amended, modified, changed or waived only by written instrument signed by the party against whom enforcement of such amendment, modification, change or waiver is sought.

26. Waiver of Jury Trial. Assignor and Assignee, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment, the Loan Agreement, Instruments, or any other related instrument or agreement or any of the transactions contemplated by the Loan Agreement or any course of conduct, dealing, statements, whether oral or

written, or actions of either of them. Neither the Assignor or Assignee shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Assignor or Assignee except by a written instrument executed by both of them.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

ASSIGNOR: WILDWOOD PROPERTIES, LLC
an Indiana limited liability company

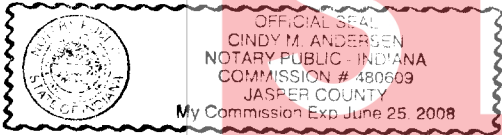
By: *Vladimir Gastevich, Jr.*
Vladimir Gastevich, Jr., Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Vladimir Gastevich, Jr., a member of WILDWOOD PROPERTIES, LLC, an Indiana limited liability company, who on behalf of said WILDWOOD PROPERTIES, LLC, an Indiana limited liability company, acknowledged the execution of the foregoing document and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 12th day of May, 2005.

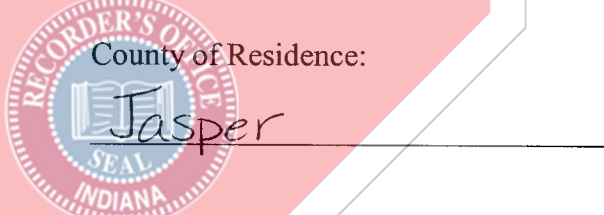
SEAL



Cindy M Andersen
Signature of Notary Public

Cindy M. Andersen
Printed Name of Notary Public

My Commission Expires:
June 25, 2008



County of Residence:
Jasper

This instrument was prepared by: Erik D. Spykman and Shannon A. Middleton, Esquire, of the firm of Stuart & Branigin LLP, The Life Building, 300 Main Street, Suite 900, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: eds@stuartlaw.com, sam@stuartlaw.com.

SCHEDULE A

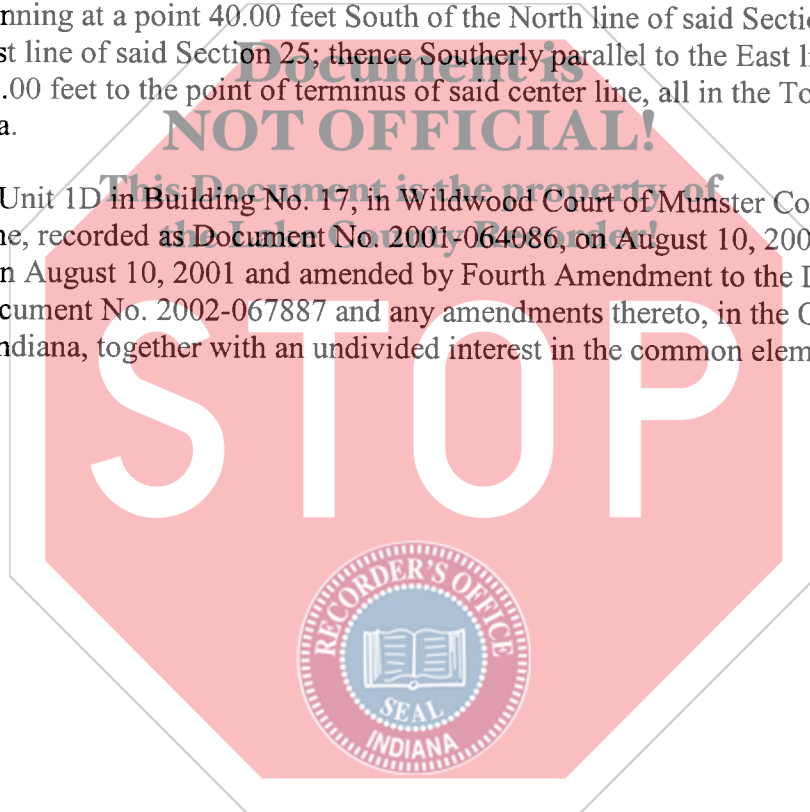
Legal Description

Parcel 1: Units 1A, 1B, 1C, 1D, 2A, 2B, 2C, and 2D, in Building No. 9 in Cambridge Court Condominiums, a Horizontal property Regime, established under the Declaration of Condominium recorded under Document No. 2003-124289 and all amendments thereto, including but not limited to the Fifth Amendment recorded December 14, 2004 as Document No. 2004-106233, in the Office of the Recorder of Lake County, Indiana, together with an undivided interest in the common elements and limited common elements appertaining thereto.

Parcel 1a: A non-exclusive easement for a driveway and utilities for the benefit of that certain planned unit development in the Town of Munster commonly known as Cambridge Court and Cambridge Center, recorded in Plat Book 93, page 43 created in the easement for Driveway and Utilities made by and between Northern Indiana Public Service Company, an Indiana Corporation, and ATG Development Company, LLC, an Indiana Limited Liability Company, dated March 25, 2003 and recorded April 10, 2003 as Document No. 2003-36832, over and across the following described land:

Being a strip of land 66 feet in width and lying 33 feet on each side of the following described center line in the Northeast Quarter of Section 25, Township 36 North, Range 10 West of the 2nd Principal Meridian: Beginning at a point 40.00 feet South of the North line of said Section 25 and 1138.14 feet West of the East line of said Section 25; thence Southerly parallel to the East line of said Section 25, a distance of 150.00 feet to the point of terminus of said center line, all in the Town of Munster, Lake County, Indiana.

Parcel 5: Unit 1D in Building No. 17, in Wildwood Court of Munster Condominiums, a Horizontal Property Regime, recorded as Document No. 2001-064086, on August 10, 2001 and as Document No. 2001-064087 on August 10, 2001 and amended by Fourth Amendment to the Declaration recorded July 30, 2002 as Document No. 2002-067887 and any amendments thereto, in the Office of the Recorder of Lake County, Indiana, together with an undivided interest in the common elements appertaining thereto.



SCHEDULE B

Schedule of Leases (i.e., rent roll)

