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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN
RECORDER

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter called the "Assignment") made as of the 28th day of March, 2007, from ROSSMAN & ASSOCIATES, INC., an Indiana corporation having a notice address of 11035 Broadway, Suite E, Crown Point, Indiana 46307 ("Assignor"), in favor of FIFTH THIRD BANK, a Michigan banking corporation having a notice address at 251 North Illinois Street, Suite 1000, Indianapolis, Indiana 46204 ("Bank");

WITNESSETH:

FOR VALUE RECEIVED, and intending to be legally bound, Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto Bank, its successors and assigns, all right, title and interest of Assignor in and to all the Leases (as hereinafter defined), together with all the Rents (as hereinafter defined) due and to become due to Assignor.

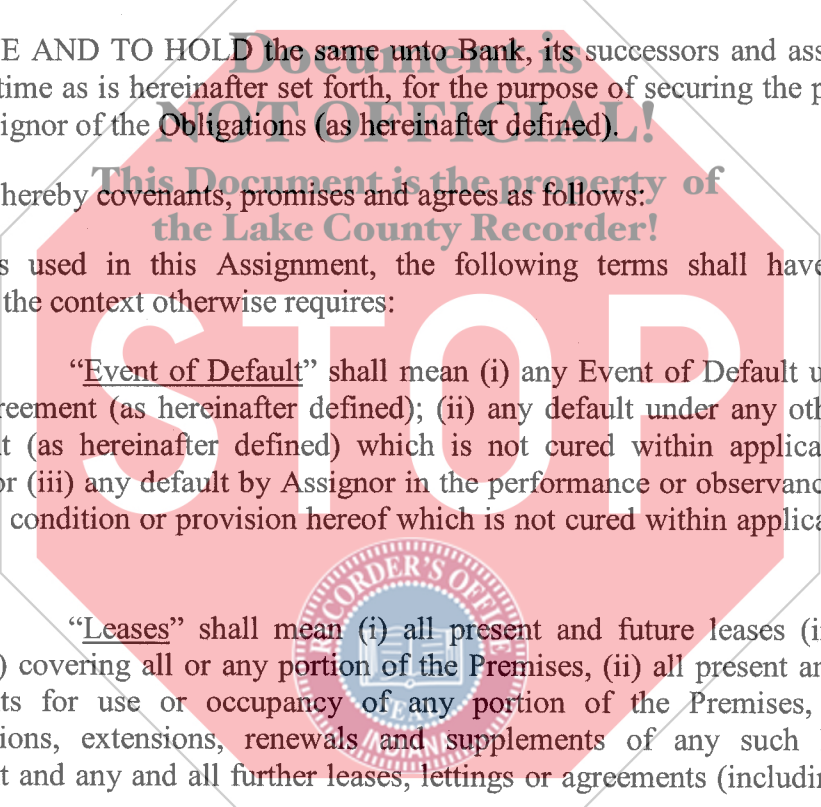
TO HAVE AND TO HOLD the same unto Bank, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by Assignor of the Obligations (as hereinafter defined).

Assignor hereby covenants, promises and agrees as follows:

1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

a. "Event of Default" shall mean (i) any Event of Default under the Loan Agreement (as hereinafter defined); (ii) any default under any other Loan Document (as hereinafter defined) which is not cured within applicable cure periods; or (iii) any default by Assignor in the performance or observance of any covenant, condition or provision hereof which is not cured within applicable cure periods.

b. "Leases" shall mean (i) all present and future leases (including subleases) covering all or any portion of the Premises, (ii) all present and future agreements for use or occupancy of any portion of the Premises, (iii) all modifications, extensions, renewals and supplements of any such lease or agreement and any and all further leases, lettings or agreements (including rights



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in respect of tenants holding over and tenancies following attornment of all or any part of the Premises), and (iv) any and all guaranties of the performance of any lessee under any such lease or agreement.

c. "Obligations" shall mean (i) the payment of each installment of interest, of principal or of principal and interest coming due under that certain Mortgage Note of even date herewith in the original principal amount Three Million Four Hundred Forty-Seven Thousand Eight Hundred Dollars (\$3,447,800) executed by Assignor payable to the order of Bank, as the same may be hereafter amended, restated, modified, extended or renewed (such Mortgage Note, as the same may be hereafter amended, restated, modified, extended or renewed, being referred to herein as the "Note"), (ii) the performance of all obligations of Assignor under that certain Construction Loan Agreement between Bank and Assignor of even date herewith, as the same may be hereafter amended, restated, modified, extended or renewed (such Construction Loan Agreement, as the same may be hereafter amended, restated, modified, extended or renewed, being referred to herein as the "Loan Agreement"), (iii) the performance of all obligations of Assignor under that certain Real Estate Mortgage and Security Agreement (and Fixture Filing) of even date herewith executed by Assignor in favor of Bank encumbering the Premises and securing the Note, as the same may be hereafter amended, restated or modified (such Real Estate Mortgage and Security Agreement (and Fixture Filing), as the same may be hereafter amended, restated or modified, being referred to herein as the "Mortgage"), (iv) the performance of all Rate Management Agreements (as defined in the Loan Agreement), including, without limitation, the Swap Agreement (as defined in the Loan Agreement), and (v) the performance of all obligations of Assignor under each other instrument and document given by Assignor to Bank to evidence, secure or support the indebtedness evidenced by the Note (the Note, the Loan Agreement, the Mortgage, the Rate Management Agreements and each such other instruments and documents being referred to herein collectively as the "Loan Documents").

d. "Premises" shall mean the real estate described on Exhibit A attached hereto and made a part hereof and all improvements located thereon.

e. "Rents" shall include all rentals, and other sums of money due or becoming due to Assignor under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any Lease and all monies due and to become due to Assignor under any Lease for services, materials or installations supplied, whether or not the same were supplied under the terms of any Lease, and all rights and remedies which Assignor may have against any tenant under the Leases or others in possession of any portion of the Premises for the collection or recovery of monies so assigned hereby, and the proceeds of all such Rent, both cash and noncash, including, but not limited to any minimum rents, additional rents, percentage rents, parking, maintenance, insurance and tax contributions, any damages following default by a

tenant under any Lease, any penalties or premiums payable by a tenant under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

2. To induce Bank to accept this Assignment and to advance funds on account of the Obligations, Assignor covenants, warrants and represents:

a. That Assignor has full right and power to execute this Assignment and to assign the Leases and Rents to Bank, and has not executed any prior assignment, mortgage, pledge or encumbrance of the Leases or the Rents or of any of its rights under any Lease or to any portion of the Rents to any person other than Bank;

b. That Assignor has not done any act or thing which might prevent Bank from enjoying the benefits of the Leases and Rents assigned hereby;

c. To the best of Assignor's knowledge and belief, that each of the Leases is, or will be when executed, valid and enforceable in accordance with its terms, assuming the duly authorized execution of the Leases by all parties hereto;

d. To the best of Assignor's knowledge and belief, that tenants are not in default under any of the terms of any of the Leases now in effect;

e. That Assignor is not in default under any of the terms of any of the Leases now in effect; and

f. That no Rents have been collected or accepted by Assignor more than one (1) month in advance of the time when the same become due under the terms of the Leases.

3. Assignor hereby covenants, promises and agrees that Assignor will:

a. Observe, fulfill and perform each and every condition, covenant and provision of each of the Leases to be fulfilled or performed by Assignor except to the extent of any waiver or substituted performance accepted by the tenant;

b. Give notice within five (5) days to Bank of any material notice of default given by Assignor, or any material notice of default received by Assignor from any tenant, under any Lease, together with a true copy of such notice and any supporting materials;

c. Enforce by all reasonable means under the circumstances, short of termination, at the sole cost and expense of Assignor, the substantial performance or observance of each and every material covenant and condition of each of the Leases to be performed or observed by the tenant thereunder;

c. At the sole cost and expense of Assignor, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Assignor or the tenant thereunder; and

d. From time to time, upon request by Bank, execute and deliver to Bank, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, financing statements and other writings that Bank may deem reasonably necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Bank to enforce any right or rights hereunder.

e. Make no assignments of the Rents, Leases or the interests, rights and privileges assigned herein subsequent to this Agreement.

4. Except as otherwise expressly permitted by the Mortgage, Assignor will not, without the prior written consent of Bank:

a. Collect any Rents for more than one (1) month prior to the accrual thereof under the terms of the Leases;

b. Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents;

c. Modify, amend or alter the terms of the Leases, provided that Bank's prior written consent for same shall not be unreasonably withheld conditioned or delayed provided such action by Assignor shall not materially impair the Bank's security for the Loan;

d. Waive, or release any tenant under any of the Leases from, any material obligations or conditions to be performed by such tenant under its Lease; or

e. Terminate any Lease.

5. Bank shall not be obligated to perform or discharge, nor does Bank hereby undertake to perform or discharge any obligation, duty or liability of Assignor under any of the Leases, or under or by reason of this Assignment. Assignor hereby agrees to indemnify and defend Bank against, and hold Bank harmless from, (i) any and all liability, loss or damage which Bank may or might incur under any of the Leases or under or by reason of this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against Bank by reason of any alleged obligation on Bank's part to perform or discharge any obligation under any of the terms of any of the Leases. Should Bank incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate specified in the Note (the "Default Rate") if Assignor is in default hereunder or under the Loan Documents), shall be added to the Obligations secured hereby and Assignor shall reimburse Bank therefor, immediately upon demand;

provided, however, nothing herein shall be construed to impose any liability or obligation upon Assignor for claims or demands arising out of actions or omissions of Bank in the exercise of its rights hereunder.

6. Notwithstanding this Assignment or any exercise by Bank of any of Bank's rights hereunder, or any law, usage or custom to the contrary, Assignor shall retain full responsibility for the care, control, management and repair of the Premises. Except as otherwise provided by applicable law, this Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises on Bank, or the carrying out of any terms or conditions of the Leases, nor shall this Assignment operate to make Bank responsible or liable for any waste committed on the Premises by the tenants or any other parties or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Assignor hereby agrees to indemnify and defend Bank against, and hold Bank harmless from, (i) any and all liability, loss or damage which Bank may or might incur under the Leases or by reason of the Assignment thereof or by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Premises or any part thereof, (ii) any and all claims and demands whatsoever which may be asserted against Bank by reason thereof, and (iii) any and all claims and demands whatsoever which may be asserted against Bank by reason of any alleged obligations or undertakings on Assignor's part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. Should Bank incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate, shall be added to the Obligations secured hereby and Assignor shall reimburse Bank therefor, immediately upon demand. Notwithstanding any provision contained herein to the contrary, Assignor shall not be required to indemnify and defend Bank against and hold Bank harmless under Paragraph 5 or Paragraph 6 hereof from any liability, loss or damage which Bank suffers as a result of any act or omission first occurring after Bank takes actual possession of the Premises pursuant to a foreclosure of the Mortgage or under a deed-in-lieu of foreclosure thereof.

7. Any default by Assignor in the performance or observance of any covenant, condition or provision hereof which is not cured within any applicable cure period shall constitute and be deemed to be an "event of default" under each of the Loan Documents, and shall entitle Bank to exercise any and all of the rights and remedies thereunder.

8. These presents shall not be deemed or construed to constitute Bank as a mortgagee in possession of the Premises nor to obligate Bank to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Leases. However, upon the occurrence of an Event of Default, then Bank, but without obligation so to do and upon concurrent notice to Assignor and without releasing Assignor from any obligation herein, may perform any obligation of Assignor hereunder, including specifically, without limiting Bank's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Bank and performing any obligation of Assignor in any of the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Bank under the authority

hereof, together with interest thereon at the Default Rate, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations.

9. To the extent permitted by applicable law and in accordance with the provisions of such law, upon the occurrence of an Event of Default, Bank, at its option, may make, enforce, modify or accept a surrender of any of the Leases; obtain and evict tenants; fix or modify rents; make any repairs and replacements to the Premises which Bank reasonably deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name or in the name of Assignor; and do any acts which Bank deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full, and, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid. Bank shall not be responsible for diligence in collecting Rents but shall be accountable only for sums actually received. Bank shall not be liable for any loss sustained by the Assignor resulting from Bank's failure to let the Premises after default or from any other act or omission of Bank in its management of the Premises after default unless such loss is directly caused by the misconduct or negligence of Bank.

Bank, in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Bank may determine, in its sole discretion:

- a. to the payment of the costs and fees incurred by Bank in the enforcement of this Assignment and the other Loan Documents, including reasonable attorneys' fees;
- b. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Bank and its agent or agents, if management is delegated to an agent or agents), established claims for damages, if any, and premiums on insurance on the Premises;
- c. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- d. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises and the expenses of placing the Premises in such condition as Bank from time to time may deem necessary; and
- e. to the payment of the Obligations or any deficiency which may result from any foreclosure sale.

10. To the extent permitted by applicable law and in accordance with the provisions of such law, notwithstanding any agreement, law, custom or usage to the contrary, Assignor hereby collaterally assigns to Bank any award made hereafter to it in any court procedure

involving any of the tenants in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by the tenants in lieu of Rent.

11. As long as an Event of Default is not continuing, Assignor shall have the right to collect upon, but not prior to, accrual, the Rents and to retain, use and enjoy the same, and to otherwise operate and manage the Premises and deal with the Leases and tenants. While and so long as an Event of Default is continuing, in addition to and not in lieu of any rights or remedies available to Bank, Assignor shall have no further right to receive, hold, collect or utilize any Rents or other charges payable to or received by Assignor, but instead, the same shall be the sole property of Bank and Assignor covenants and agrees to remit same (including all security or other deposits held or previously received by Assignor) to Bank, on demand.

12. To the extent permitted by applicable law and in accordance with the provisions of such law, upon the occurrence of an Event of Default, Bank may elect to have all Rents assigned hereunder paid directly to Bank and Bank may notify the tenants or any other party or parties in possession of the Premises to pay all of the Rents directly to Bank, for which this Assignment shall be sufficient warrant. Upon such notice from Bank to the tenants, the tenants are hereby authorized and directed to pay all Rents directly to Bank, unless or until Bank otherwise directs the tenants. Each tenant's account with Assignor shall be credited with the amount of all Rents so paid by such tenant to Bank. Assignor covenants and agrees to release and hold harmless all tenants from any claim on account of any such payments made directly to Bank.

13. Bank may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Bank to collect said Obligations and to enforce any other security therefor held by it may be exercised by Bank either prior to, simultaneously with, or subsequent to any action by it hereunder. Bank shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Bank shall deem fit.

14. If any provision of this Assignment, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, then such illegality or invalidity shall not affect any other provision or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal or valid application thereof, and each such revision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

15. No amendment or modification of this Assignment shall be effective unless in writing and signed by Assignor and Bank.

16. Assignor does hereby irrevocably appoint Bank as the lawful attorney-in-fact of Assignor upon an Event of Default to do and perform all things in the name, place, and stead of Assignor deemed by Bank to be necessary, reasonable or appropriate to carry out the intent and purpose of this Assignment.

17. If Bank shall waive any of its powers or rights hereunder or waive any breach or default by Assignor, such waiver shall not be deemed to waive any of Bank's powers or rights on any future occasion. Delay or failure by Bank to exercise or claim, in whole or in part, any such power or right shall not be deemed a waiver of such power or right; no single or partial exercise of any right or power hereunder shall preclude any other right or power. The rights and remedies hereunder expressly specified are in addition to, but not exclusive of, the rights and remedies of Bank under applicable law or in equity.

18. Assignor agrees to reimburse Bank for all costs and expenses incurred by Bank in enforcing this Assignment and/or in exercising Bank's rights pursuant hereto.

19. This Assignment of Rent and Leases shall terminate and become void automatically upon the earlier of (a) the Obligations being satisfied and discharged in full, or (b) upon the recording of an instrument releasing all of the Premises from the lien of the Mortgage. Upon satisfaction and discharge in full of the Obligations, Bank shall, upon request from Assignor, execute and deliver to Assignor a release of this Assignment in recordable form.

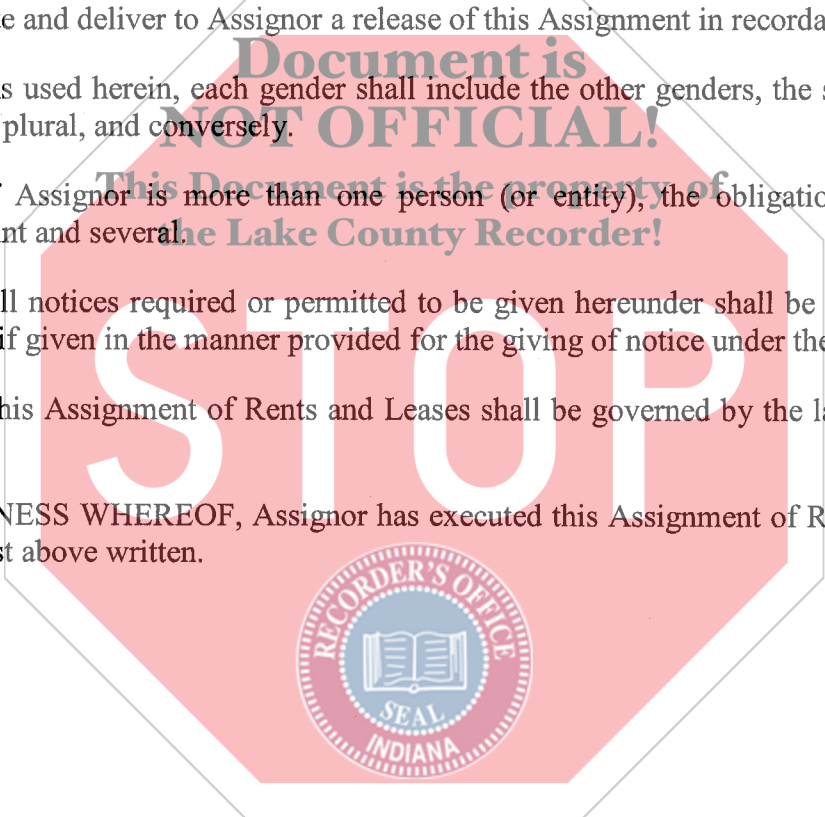
20. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

21. If Assignor is more than one person (or entity), the obligations of Assignor hereunder are joint and several.

22. All notices required or permitted to be given hereunder shall be deemed to have been duly given if given in the manner provided for the giving of notice under the Mortgage.

23. This Assignment of Rents and Leases shall be governed by the laws of the State of Indiana.

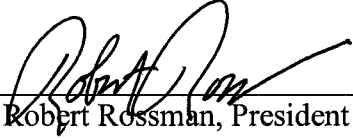
IN WITNESS WHEREOF, Assignor has executed this Assignment of Rents and Leases as of the date first above written.



SIGNATURE PAGE TO ASSIGNMENT OF RENTS AND LEASES

"ASSIGNOR"

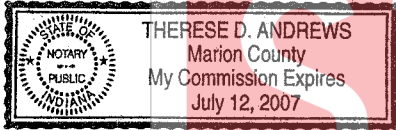
ROSSMAN & ASSOCIATES, INC., an Indiana corporation


By: 
Robert Rossman, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert Rossman, known to be the President of **ROSSMAN & ASSOCIATES, INC.**, an Indiana corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 28th day of March, 2007.




Notary Public - Signature

Notary Public - Printed

My Commission Expires:

My County of Residence:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Dennis A. Johnson

This instrument was prepared by and after recording should be returned to: Dennis A. Johnson, Attorney At Law, BARNES & THORNBURG LLP, 11 S. Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

BUILDING 4, ON BROADWAY CONDOMINIUM HORIZONTAL PROPERTY REGIME AS CREATED BY DECLARATION RECORDED FEBRUARY 8, 2002 AS DOCUMENT NO. 2002014492 AS AMENDED BY AMENDED DECLARATION RECORDED NOVEMBER 8, 2002 AS DOCUMENT NO. 2002102474, AND AS RECORDED IN SITE DEVELOPMENT PLAN RECORDED SEPTEMBER 18, 2002 IN PLAT BOOK 90, PAGE 83, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

