#### ASSIGNMENT OF RENTS AND LEASES

#### KNOW ALL MEN BY THESE PRESENTS:

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That FOURSOME PARTNERS, a Kentucky General Partnership, STM Plaza West, Suite 200, 10101 Linn Station Road, Louisville, Kentucky 40223-3819, hereinafter referred to as "Assignor," in consideration of valuable consideration received from INB BANKING COMPANY, an Indiana corporation, 460 Spring Street, Jeffersonville, Indiana 47130, hereinafter referred to as "Assignee," hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges which the Assignor as Lessor has and may have in the leases now existing, or hereafter made, and affecting the real property (but not the improvements thereon) described on Exhibit "A", a copy of which is attached hereto and made a part hereof as though set forth at length herein, mituated in the County of Cook , State of Illinois , as said leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits who and becoming due therefrom. The Assignor will, on request of the Assignee, execute any additional assignments of any future leases affecting any part of said premises which Assignee downs necessary.

This Assignment is made as additional security for the payment of a certain note dated the 3rd day of June, 1991 (and all extensions or modifications thereol) made by Assignor to Assignee, in the sum of \$4,000,000.00, with prorest thereon, and a mortgage dated the 15 day of November, 1991, from Assignor to Assignee, covering said real property described on Exhibit "A" attached hereto, and more particularly described in said mortgage; and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignme under the terms of said Note and mortgage. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of said Note and Mortgage, Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before default occurs, no rent more than thirty (190) days in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any State or Federal court; and any and all payments made by lessees in lieu Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

The Assignor, in the event of default in the performance of any of the terms and conditions of said Note and mortgage hereby authorizes the Assignee, at its option, to enter and take possession of the premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases,

16.00

to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its reasonable discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, up;eep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that said Assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of lessees' interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of said Note and mortgage.

Default by the Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate described in said note and mortgage, shall become part of the debt secured by these presents.

The full performance of said mortgage and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage.

Assignor hereby agrees that upon occurrence of a default aforesaid, Assignee may have a receiver appointed for the property, regardless of the value thereof.

Thir Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns as well as any subsequent owner of the real estate described on Exhibit "A" attached hereto and any assignee of the Note and mortgago referred to herein.

IN WITNESS WHEREOF, the said Assignor has signed this instrument this the day of November, 1991.

FOURSOME PARTNERS, a Kentucky General Partnership

By:

Paul J. Perconti, Managing Partner

"Assignor

STATE OF KENTUCKY ) 1991 1912 1 FT 3:49 116 14 0 3 5 COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 1545 day of Deverator, 1991 by Paul J. Perconti, Managing Pactner, on behalf of Foursome Partners, a Kentucky General Partnership.

My commission expires: 1.05.95

Notary Public, Jefferson County, Kentucky

This Assignment prepared by/4 mai to:

Taustine, Post, Sotsky, Berman, Fineman & Kohn Attorneys at Law 812 Marion E. Taylor Building Louisville, Kentucky 40202-3083 (502) 589-5760

Property of Coof County Clerk's Office

C:\JEFIND\FOUR-RHT.ASN-070291

"EXHIBIT A

The South 266.90 feet of the North 333.45 feet of Block 14 (Except that part of Block 14 taken for the widening of Cicero Avenue) in Arthur T. McIntosh's Addition to Midlothian Farms, being a subdivision of the Southwest 1/4 of the South East 1/4 and the East 1/2 of the South East 1/4 of Section 9, the West 1/2 of the Southwest 1/4 and the West 33/80 of the East 1/2 of said Southwest 1/4 of Section 10, Township North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom all aboveground and underground buildings and improvements now located on the land.

Permanent Real Estate Index Number: 28-10-300-095-0000

4805 s.
Cook County Clerks Office Address of Property: 14805 S. Cicero Avenue, Oak Forest, Illinois.