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DEPT-01 RECORDING \$31.50
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\$9055 IR #-97-017425
COOK COUNTY RECORDER

Space Above for Recorder's Purposes

Loan #1217 3/50

ASSIGNMENT FOR COLLATERAL PURPOSES (PARTICIPATION INTEREST)

This Assignment is made as of the 12th day of September, 1996 by INLAND MORTGAGE INVESTMENT CORPORATION, an Illinois corporation ("Assignor") to and for the benefit of 9% MONTHLY CASH FUND, L.P., an Illinois Limited Partnership ("Lender").

RECITALS

A. As of June 3, 1993, Lender has loaned the sum of \$4,000,000.00 to Assignor, such loan being referred to herein as the "IMIC Loan".

B. Assignor is the owner and holder of that certain Installment Note dated August 28, 1996 in the original principal amount of \$5,000,000.00 (the "Note"), made by Rehab Associates V, Inc., an Illinois corporation ("Borrower") and payable to Inland Mortgage Investment Corporation, an Illinois corporation which Note is secured by that certain Illinois First Mortgage and Security Agreement (the "Mortgage") dated concurrently with the Note and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document no. 96-667870 and affecting the property legally described on Exhibit A attached hereto and commonly known as 5400 and 5420 N. Sheridan, Chicago, Illinois. The Note, the Mortgage, and any other documents given by Borrower as security for the loan evidenced by the Note (the "Loan") are referred to herein as the "Loan Documents".

C. Assignor has agreed to assign certain of its rights and interests in the Loan Documents to Lender as security for the IMIC Loan.

NOW THEREFORE, FOR THE PURPOSE OF SECURING THE IMIC Loan, and for other good and valuable consideration, the receipt of which is hereby acknowledged by Lender, Assignor does hereby sell, convey, assign, transfer and set over unto Lender, for collateral purposes only, the

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following rights owned by Assignor in, to and under the Loan Documents:

(i) the right to receive the first \$25,350.81 of each and every monthly interest payment required from the Borrower under the Loan Documents.

(ii) the right to receive the first \$2,486,517.68 of any and all principal payments received from the Borrower under the Loan Documents.

(iii) the right to receive the first 59.20% of any and all "Transaction Fees" received from the Borrower under the Loan Documents. For purposes hereof, the term "Transaction Fees" means any payments received of the Borrower under the Loan Documents other than regular monthly interest payments or repayment of principal, including but not limited to default interest, late payment fees, assumption fees, extension fees, and prepayment premiums.

The foregoing Assignment is made with the following express conditions, covenants and agreements:

1. That Assignor represents and warrants that it is the absolute owner and holder of the Loan Documents; no other person, firm or corporation currently has any right, title or interest therein; and that, except as stated above, Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Loan Documents.

2. That this Assignment shall be effective from the date hereof until any portion of the IMIC Loan remains unpaid. Upon payment of the IMIC Loan in full, all rights granted to Lender hereby shall be deemed released by Lender, and upon request by Assignor, Lender shall execute and deliver any document necessary to evidence the release of the rights granted to Lender hereby. Notwithstanding the foregoing, Lender may release its rights in the Loan Document prior to the time the IMIC Loan is paid in full, but only by an express written release signed by Lender and delivered to Assignor.

3. That so long as there shall exist no default by Assignor in the payment of the IMIC Loan, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon the Note and any of the other Loan Documents, and Assignor shall receive such payments and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Assignor hereby covenants to so apply same, to the payment of interest and principal and any other amounts coming due under the IMIC Loan, before using any part of such payments for any other purpose.

4. That upon or at any time after default in the payment of the IMIC Loan, which remains uncured for fifteen days, Lender shall have the complete right, power and authority to retain an independent trustee ("Trustee") to administer the Loan Documents and the Loan

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evidenced thereby, and Assignor hereby expressly agrees that Lender shall have the absolute right to authorize the Trustee to terminate the license granted to Assignor to collect upon the Note and other Loan Documents, and then and thereafter, to demand, collect, receive, sue for, attach and levy the payments due thereunder, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in payment thereof, and in Trustee's discretion to file any claim or take any other action, either in Trustee's name or in the name of Assignor, which Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of Lender in and to such sums and the security intended to be afforded hereby. In the event of a default by Assignor under the IMIC Loan, Lender shall also have the right to authorize the Trustee to give proper receipts, releases and acquittances for payments received under the Loan Documents, and after deducting all necessary and proper costs and expenses of collection, as determined by Trustee, including reasonable attorney's fees, to apply up to \$2,486,517.68 of the net proceeds thereof upon the amounts due under the IMIC Loan, (with the balance of such proceeds to be distributed to the owner or owners of the remaining interests in the Loan). In the event of a default by the Borrower under any of the Loan Documents, it will be the duty of the Trustee to foreclose under the Loan Documents and to dispose of the property and equitably distribute the net proceeds from the disposition of the property to the Lender and any other owners of interests in the Loan (based upon their proportionate interests) unless there is unanimous agreement among the co-owners to exercise other remedies available under the Loan Documents.

5. That the failure of Lender to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time shall not be construed or deemed to be a waiver by Lender of any of its rights or remedies under the IMIC Loan or under the laws of the State of Illinois. The right of Lender to collect the IMIC Loan and to enforce any other security therefore may be exercised by Lender, either prior to, simultaneously with, or subsequent to any action taken hereunder.

6. That in the event the Note is prepaid, matures, or the Borrower thereunder defaults in making any payment required under the Note or performing any requirement of any of the Loan Documents and such default remains uncured for a period of ninety days, then Assignor shall assign to Lender, within 10 days of the prepayment, maturity, or such 90 day period following a default, of all or some of its right, title and interest in another mortgage loan ("Substitute Loan") meeting the standards set forth in that certain Confidential Private Placement Memorandum of Lender dated February 1, 1993 in the section thereof entitled "Security for the IMIC Note". In addition, in such circumstance, provided Assignor is not in default under the IMIC Loan, Lender shall reassign its interest in the Loan Documents to Assignor concurrently upon Assignor's assignment to Lender of the Substitute Loan. The assignment of the Substitute Loan shall be in substantially the same form as this Assignment.

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In Witness Whereof, Assignor and Lender have each caused their duly authorized representatives to execute this Assignment, effective as of the date first above written.

ASSIGNOR: INLAND MORTGAGE INVESTMENT CORPORATION

By: Suzanne Y. Dalko
Controller
Attest: Dale C. Brown
Notary Public

LENDER: 9% MONTHLY CASH FUND, L.P.
By: Inland Real Estate Investment Corporation
As General Partner

By: Roberta S. Mallin
General Partner
Attest: Catherine L. Lynch
Secretary

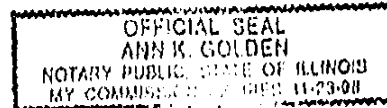
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

Ann K. Golden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Suzanne Y. Dalko as Controller President and Dale C. Brown as Secretary of INLAND MORTGAGE INVESTMENT CORPORATION, who is known to me to be the same persons whose names are subscribed to the foregoing instrument as such Controller President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of June, 1996.

Ann K. Golden
Notary Public

My Commission Expires _____



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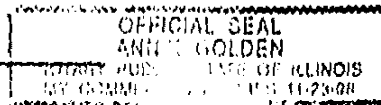
STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Roberta White as S.V. President and Caroline Lopez as ___ Secretary of INLAND REAL ESTATE INVESTMENT CORPORATION, a Delaware corporation whose is known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such S.V. President and ___ Secretary of said corporation, that they did sign the foregoing instrument pursuant to authority given to them by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, and for and on behalf of 9% MONTHLY CASH FUND, L.P., as its general partner, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of Nov., 1996.

Ann Golden
Notary Public

My Commission expires _____



Prepared by and after recording return to:
ANN GOLDEN
THE INLAND GROUP, INC.
501 Butterfield Road
Oak Brook, IL 60521

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EXHIBIT "A"

PARCEL 1:

THE SOUTH 42 ½ FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK 6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 37 ½ FEET OF LOT 8 AND ALL OF LOT 9 AND THE NORTH 7 ½ FEET OF LOT 10 IN BLOCK 6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 5400 AND 5420 N. SHERIDAN ROAD, CHICAGO, IL

P.I.N. 14-08-206-020-0000/ 14-08-206-021-0000
14-08-206-023-0000

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