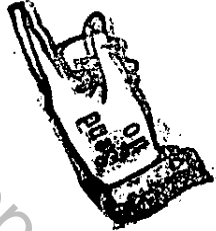


This document prepared by
After recording return to:

Michael J. Devine
Deutsch, Levy & Engel, Chtd.
225 W. Washington St., Ste. 1700
Chicago, Illinois 60606



**ASSIGNMENT OF RENTS AND LEASES
(BORROWER)**

THIS ASSIGNMENT is made as of November 14, 2000, by and among SPARRER SAUSAGE CO., INC., a Illinois corporation, whose principal address is 4325 West Ogden Avenue, Chicago, Illinois 60623, (hereinafter called "Assignor") to LASALLE BANK NATIONAL ASSOCIATION, a national banking association, 135 S LaSalle Street,, Chicago, Illinois 60603 (hereinafter called "Assignee").

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor and each of them in, to and under all present leases of all of the parcels of property described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") (including those leases described on the SCHEDULE OF LEASES (if any) described in Exhibit "B" attached hereto and made a part hereof) together with all future leases hereinafter entered into by any lessor affecting the premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

A. The payment of the Liabilities as defined in a certain Loan and Security Agreement, dated 11/14, 2000, (the "Loan Agreement") between Assignor and Assignee (including any extensions and renewals thereof) evidenced by two notes, the first, a Revolving Note of even date herewith in the amount of \$3,000,000 executed by Assignor for the benefit of Assignee and the second a Term Note of even date herewith in the amount of \$2,500,000 executed by

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Assignor for the benefit of Assignee (collectively, the "Notes") and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") of Trustee of even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Loan Agreement, the Mortgage and all other instruments constituting security for the Notes (collectively, the "Indebtedness"); and

C. The performance and discharge of each and every term, covenant and condition of Borrower contained in the Loan Agreement, the Notes, the Mortgage and in all other instruments constituting security for the Notes.

(Terms not otherwise defined herein shall have the meaning thereof set forth in the Loan Agreement).

Assignor covenants and agrees with Assignee as follows:

1. There is no present lease of the Premises not listed on the Schedule Of Leases attached hereto as EXHIBIT "B".

2. The sole ownership of the entire landlord's interest in the Leases is vested in Assignor. Assignor has not, and each shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.

3. Each of those Leases on the Schedule of Leases are valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, canceled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.

4. None of the Leases shall be materially altered, modified, amended, terminated, canceled or surrendered (other than a sublease or new lease in the ordinary course of business) nor shall any term or condition thereof be waived without the prior written approval of the Assignee, which approval shall not be unreasonably withheld.

5. There is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of

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each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

6. Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord thereunder, together with a complete copy of each such notice.

7. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

8. Without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

9. This Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an Event of Default or Default has occurred under the Loan Agreement, the Notes, the Mortgage or under any other instrument at any time constituting security for the Loan Agreement, or the Notes (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

10. If an Event of Default or Default occurs at any time under the Loan Agreement, the Notes, the Mortgage or any other instrument constituting additional security for the Notes, and is not cured after notice and within the applicable cure period, if any, Assignee may at its option receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such Event of Default or Default cured (if and to the extent permitted or allowed under the Notes, Mortgage, Loan Agreement or other applicable document) and during the pendency of the foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).

11. Borrower hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor (from and after the service of a Notice) to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Assignor otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee, or such nominee.

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12. After service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor and each of them relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times (after service of a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all Indebtedness (as defined in the Loan Agreement) and liability of Assignor to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, all costs and attorney's fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Assignor to Assignee on the Notes and the Mortgage and all amounts due under the Loan Agreement; all in such order and for such time as Assignee may determine.

13. Assignee shall 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 any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

14. Except for the illegal or grossly negligent acts of Assignee, Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee 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 obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

15. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person 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, occupant, licensee, employee or stranger.

16. Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the Indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such Indebtedness; and (d) apply any other security therefor held by

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Assignee to the satisfaction of such Indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the Indebtedness secured hereby.

17. Assignee may at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Assignor, with interest thereon at the rate set forth in the Loan Agreement applicable to a period when a Default (as defined in the Loan Agreement) exists thereunder, and shall be added to the Indebtedness secured hereby, and shall be immediately due and payable.

18. Waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. The rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Loan Agreement, the Notes and the Mortgage and all instruments constituting security for the Notes, and at law and in equity.

20. Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served, given or delivered, if delivered to the above-stated addresses of the parties hereto, or to such other address as a party may request in writing, as follows: (i) upon the date such Notice is personally delivered (ii) three (3) days after said Notice is deposited in the U.S. mail certified or registered mail, return receipt requested, (iii) one (1) business day after deposited with a reputable overnight courier with all changes prepaid, (iv) when sent after receipt of confirmation or answer back if sent by telecopy, or other similar facsimile transmission, all of which shall be properly addressed to the party to be notified and sent to the address or number indicated as follows:

(i) If to Assignee at: LaSalle Bank, N.A.
135 S. LaSalle Street
Chicago, IL 60603
Attn: Jeffrey A. Raider
Telecopy: 312/904-6546
Confirmation: 312/904-2766

(ii) If to Assignor at: Sparrer Sausage Co., Inc.
Attention: Brian Graves
4325 West Ogden Avenue
Chicago, IL 60623

(iii) With a copy to: Jay L. Dolgin
Hochman, Dolgin, Delott, Galarnyk & Prohov, P.C.

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30 North LaSalle Street, Suite 4300
Chicago, Illinois 60602
Telecopy: (312) 807-3652
Confirmation: (312) 807-3960

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

The term "Assignor", "Assignee", and "Borrower" shall be construed to include, as applicable, the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

Sparer Sausage Co., Inc.

By: _____

Title: _____

Accepted this 14th day of November, 2000

LASALLE BANK NATIONAL ASSOCIATION

By: _____

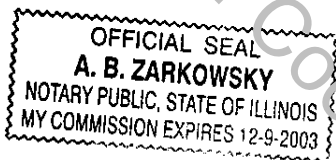
Its: First Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, A. B. Zarkowsky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey ARZIDR, personally known to me and known by me to be the First Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such First VP of said association, he or she signed the foregoing instrument as such First VP, and caused the seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act, and as his or her free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of November, 2000.



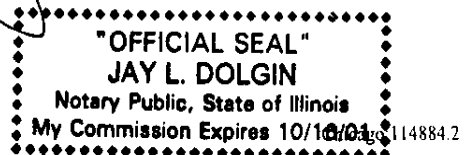
[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JAY L. DOLGIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Polian Crane and as personally known to me to be the President of Sparrer Sausage Co., Inc. and personally known to me to the same person whose name is subscribed to the foregoing instrument, that said persons appeared before me this day in person and acknowledged as such Pres. and that he signed the foregoing instrument as his free and voluntary act as the free and voluntary act and deed of Sparrer Sausage Co., Inc. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of November, 2000.

[Signature]
Notary Public



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LEGAL DESCRIPTION:

PARCEL 1:

LOTS 61, 62, 84 THROUGH 95 BOTH INCLUSIVE IN A.G. WIESES SUBDIVISION BEING A SOBDIVISION OF LOT 4, IN COUNTY CLERK'S DIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 15 OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE C.B. & Q. RAILROAD IN COOK COUNTY ILLINOIS.

PARCEL 2:

ALL OF THE EAST AND WEST 16 FOOT VACATED ALLEY TOGETHER WITH THAT PART OF THE NORTHEASTERLY AND SOUTHWESTERLY 16 FOOT VACATED ALLEY SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOTS 88,89 AND 90, LYING SOUTHEASTERLY AND SOUTH OF THE SOUTH LINE AND SOUTHEASTERLY LINES OF LOT 91, LYING SOUTH OF THE SOUTH LINE OF LOT 92, LYING NORTH AND NORTHWESTERLY OF THE NORTH AND NORTHWESTERLY LINE OF LOT 61, LYING WEST AND WESTERLY OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 61 AND LYING EAST OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 61 TO THE SOUTHWEST CORNER OF LOT 92 IN A. G. WIESE'S SUBDIVISION BEING A SUBDIVISION OF LOT 4 IN THE COUNTY CLERK,S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, AS VACATED IN DOCUMENT RECORDED FEBRUARY 01, 2000 AS DOCUMENT 00081626, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 4 IN DE WOLF'S SUBDIVISION OF LOTS 12 TO 16 IN EPP'S SUBDIVISION OF THE EAST ONE THIRD OF THE WEST HALF OF THE NORTH EAST QUARTER. NORTH OF OGDEN AVENUE (EXCEPT THE NORTH 5 ACRES) IN SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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