

8941362 D-1 Jagan

# UNOFFICIAL COPY



Doc#: 0826741092 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/23/2008 03:19 PM Pg: 1 of 11

[Space Above This Line is for Recording Information]

## ASSIGNMENT OF LEASES AND RENTS

Obligation Number: \_\_\_\_\_

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on September 18, 2008, by NL VENTURES VI ANSLIE, L.L.C., a Delaware limited liability company, of 8080 North Central Expressway, Suite 1220, Dallas, Dallas County, Texas 75206, Attn: Mr. Peter Carlsen ("Assignor"), in favor of TCF NATIONAL BANK, a national banking association, of 500 W. Brown Deer Road, Milwaukee, Milwaukee County, Wisconsin 53217 ("Lender"), with respect to Assignor's real property located in the Village of Schiller Park, Cook County, Illinois, as described on attached Exhibit A ("Premises"), on which Assignor has granted Lender a mortgage of approximate even date, in order to secure all of the following (individually and collectively the "Indebtedness"):

A. Payment in the sum of Seven Million Eight Hundred Thirty-Eight Thousand and 00/100 (\$7,838,000.00) Dollars, together with interest, costs, and all other sums on that amount, to be paid according to the \$7,838,000.00 Promissory Note of even date, and with a maturity date of September 1, 2013, made by Assignor payable to Lender, the Loan Agreement of approximate even date, made between Assignor and Lender, and all other note(s), guaranty(ies), loan and/or letter of credit agreement(s), indemnity agreement(s), or other evidence(s) of indebtedness to Lender made, and any and all extensions, renewals, modifications, substitutions or replacements thereof.

B. The payment of any and all amounts of any kind now owing or later to become due to the Lender from the Assignor during the term of this Assignment, however created or arising, whether under the instruments and agreements described above or under any other present or future instrument or agreement between the Assignor and the Lender, or otherwise, and whether direct, indirect, primary, secondary, fixed, contingent, joint or several, due or to become due, together with interest, costs and all other sums on those amounts; and including, without limit, all present and future indebtedness or obligations of third parties to the Lender which is guaranteed by the Assignor, and the present or future indebtedness originally owing by the Assignor to third parties and assigned by third parties to the Lender, and any and all renewals, extensions, modifications, substitutions or replacements of any of them.

C. The performance of the covenants and obligations due or to become due to the Lender, including, without limit, those due under this Assignment, and the repayment of all sums expended by the Lender in connection with performance of those covenants and obligations.

## COVENANTS AND AGREEMENTS

1. **ASSIGNMENT.** For consideration received and to secure payment and performance of the Indebtedness, the Assignor unconditionally and irrevocably grants, transfers, assigns and sets over to the Lender all of the right, title and interest of Assignor in and to:

1.1 **Leases.** All existing and future leases (or subleases if the Assignor is the owner of the primary leasehold estate) and use and occupancy agreements, whether written or oral, applying to all or any part of the

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Premises, together with all extensions, renewals or replacements (collectively, "Leases"), and specifically including those leases identified on the attached Exhibit B.

1.2 **Guarantees.** Any and all guarantees of payment or performance under any of the Leases.

1.3 **Rent.** The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits due or to become due or to which the Assignor is now or in the future (including the period of redemption, if any) entitled to or may demand or claim, arising with respect to the Leases or the Premises; including, without limit, minimum rents, additional rents, percentage rents, parking, maintenance, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, the premium payable by any lessee upon the exercise of cancellation privilege provided in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises or any part thereof, together with any and all rights and claims of any kind which the Assignor may have against any lessee under any Lease or any subtenants or occupants of the Premises (collectively, "Rents"), subject to the rights of tenants under the Leases.

1.4 **Security Deposits.** All security deposits (howsoever evidenced, including any and all letter of credit rights of Assignor or letters of credit acting as security under the Lease), damage deposits and other funds paid to the Assignor by any lessee under any Lease, whether paid in a lump sum or installments, subject to the rights of tenants under the Leases.

1.5 **Assignor's Rights to Rents.** Assignor shall have the right to collect, use and retain Rents so long as there is no Event of Default.

2. **REPRESENTATIONS AND WARRANTIES.** The Assignor represents and warrants that:

2.1 **Title.** The Assignor is the owner in fee simple of the Premises, or if the Assignor is lessee under a ground lease, that the Assignor is owner of the primary leasehold estate. The Assignor has good title to the Leases and Rents, and good right to assign the same. No other person or entity has any right, title or interest in the Leases or Rents.

2.2 **Performance.** The Assignor has duly and punctually performed all terms, covenants, conditions and warranties under the Leases on the Assignor's part to be performed.

2.3 **Valid Leases.** The Leases are valid, unmodified and in full force and effect, except as otherwise reported to Lender or indicated on attached Exhibit B.

2.4 **No Prior Assignment.** The Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents.

2.5 **Collection of Rents.** The Rents from the Premises for any period subsequent to the date of this Assignment have not been collected and payment of the Rents has not been waived, released, discounted, set-off or otherwise discharged or compromised, except as otherwise reported to Lender or indicated on attached Exhibit B.

2.6 **Deposits.** The Assignor has not received any deposit from any lessee under any Lease, except as otherwise reported to Lender or indicated on attached Exhibit B.

2.7 **No Default.** The lessees under the Leases are not in default under any of the terms of the Leases, except as otherwise reported to Lender or indicated on attached Exhibit B.

3. **AFFIRMATIVE COVENANTS.** The Assignor covenants and agrees that it will:

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3.1 **Performance.** Perform all obligations, terms, covenants, conditions and warranties under the Leases on the Assignor's part to be performed, and give prompt written notice to the Lender of any failure on the Assignor's part to perform the same.

3.2 **Notice of Assignment.** Notify, in writing, and direct each lessee or occupant of the Premises that any security deposit or other deposits delivered to the Assignor have been retained by the Assignor or have been assigned and delivered to the Lender, as the case may be, subject to the terms of the Leases.

3.3 **Enforcement.** Enforce the performance by each lessee of each and every obligation, term, covenant, condition and agreement in the Leases to be performed.

3.4 **Notice of Default.** Give the Lender written notice of default by any lessee under any Lease.

3.5 **Actions.** Appear in and defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations, duties or liabilities of the Assignor or any lessee under the Leases, and upon request by the Lender, do so in the name and on behalf of the Lender, but at the expense of the Assignor.

3.6 **Costs.** Pay all costs and expenses of the Lender, including reasonable attorneys' fees with respect to the Assignment or the enforcement of the Lender's rights under this Assignment.

3.7 **Delivery of Leases.** Deliver to the Lender an executed copy of each Lease within ten (10) days after its execution, transfer and assign future Leases upon the same terms and conditions as contained in this Assignment, and make, execute and deliver, upon the Lender's demand, any and all assignments and other instruments sufficient for that purpose.

4. **NEGATIVE COVENANTS.** The Assignor further covenants and agrees that, absent prior written consent of Lender, it will not:

4.1 **Collection of Rents in Advance.** Receive or collect Rents from any lessee for a period of more than one (1) month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents.

4.2 **Waivers.** Waive, excuse, discount, compromise or in any manner release or discharge any lessee from any obligations, covenants, conditions or agreements arising under any Lease.

4.3 **Modifications.** Cancel, terminate or consent to any surrender of any Lease nor modify or in any way alter the terms of any Lease.

4.4 **Settlement.** In the event any lessee or guarantor of any Lease should be the subject of any bankruptcy proceeding or any other federal, state or local statute which provides for the possible termination or rejection of any Lease, or any guarantee of any Lease, and in the event such Lease is rejected or guarantee terminated, make any damages settlement without the prior written consent of the Lender.

5. **EVENTS OF DEFAULT.** The occurrence of an Event of Default under any document evidencing or securing the Indebtedness, Assignor's failure to comply with or perform this Assignment, or any failure of Assignor's representations and warranties to be true in all respects at the time made, shall constitute an Event of Default under this Assignment.

6. **REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, the Lender, at its option, shall have the rights, power and authority under this Assignment to exercise and enforce any or all of the following rights and remedies:

6.1 **Collection of Rents.** To demand, collect, receive, sue for, attach and/or levy the Rents, to give proper receipts, releases and acquittances for the Rents, and after deducting all necessary and proper costs and

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expenses of operation and collection, as determined by the Lender, including reasonable attorneys' fees, to apply the net proceeds, upon the Indebtedness in such manner as the Lender may determine.

6.2 **Acceleration of Indebtedness.** To declare all or part of the Indebtedness immediately due and payable.

6.3 **Actions of Lender.** Without regard to the adequacy of the security, with or without legal action or proceeding, through any person or agent, or by a receiver appointed by court, the right to a receiver being hereby conferred as a strict contract right, and irrespective of the Assignor's possession of the Premises, to enter upon, take possession of, manage and operate the Premises; make, modify, enforce, cancel or accept surrender of any Lease; remove and evict any lessee; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expense as the Lender shall deem proper to protect the security of this Assignment as fully and to the same extent as the Assignor could do if in possession; and, in such event, to apply the Rents collected to the operation and management of the Premises, but in such order as the Lender shall deem proper (including the payment of reasonable management, brokerage and attorneys' fees) and to the payment of Indebtedness in such manner as the Lender may determine.

6.4 **Secured Party.** Exercise all rights, remedies and privileges afforded a "secured party" under Article 9 of the Illinois and/or Delaware Uniform Commercial Code.

6.5 **No Obligation by Lender.** Acceptance by the Lender of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Premises by the Lender, be deemed or construed to constitute the Lender a mortgagee in possession, nor thereafter or at any time or in any event obligate the Lender to appear in or defend any action or proceeding relating to the Leases or to the Premises, or to take any action under this Assignment, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to the Assignor or by any lessee and not assigned and delivered to the Lender; nor shall the Lender be liable in any way for any injury or damage to any person or property sustained in or about the Premises.

6.6 **No Waiver.** The collection of the Rents and application as provided in this Assignment and/or the entry upon and taking possession of the Premises shall not cure or waive any default or waive, modify or affect any notice of default under any document evidencing or securing the Indebtedness or invalidate any act done pursuant to such notice, and the enforcement of any such right or remedy by the Lender once exercised, shall continue for so long as the Lender shall elect, notwithstanding that the collection and application of the Rents may have cured for the time the original default. If the Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy under this Assignment may be reasserted at any time and from time to time following any subsequent default.

6.7 **Additional Remedies.** The Lender shall have all the rights and remedies provided by law or equity or by agreement of the parties. The remedies of the Lender are cumulative and not exclusive.

7. **POWER OF ATTORNEY.** For as long as any Indebtedness remains unpaid or unperformed, the Assignor irrevocably constitutes and appoints the Lender the true and lawful attorney of the Assignor, coupled with an interest, and in the name, place and stead of the Assignor:

7.1 **Collection Upon Cancellation.** To demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise, by any lessee under any Lease, of a privilege of cancellation originally provided in any Lease.

7.2 **Collection of Rents.** To give proper receipts, releases and acquittances for the collection of Rents and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Indebtedness. The Assignor authorizes and directs each lessee to deliver payment to the Lender in accordance with the foregoing.

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7.3 **Subordination**. To subject and subordinate any Lease affecting the Premises to the lien of any mortgage on (or any ground lease of) the Premises.

8. **HOLD HARMLESS**. The Assignor agrees to indemnify and hold the Lender harmless from all liability, loss, damage or expense which the Lender may incur under or by reason of this Assignment, or for any action taken by the Lender under this Assignment, unless caused by Lender's gross negligence, willful or wanton acts, or by reason or in defense of any and all claims and demands asserted against the Lender arising out of the Leases. Should the Lender incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees), with interest thereon at the highest default rate provided for under the Indebtedness, shall be payable by the Assignor immediately, without demand.

9. **CONTINUATION DURING FORECLOSURE**. The rights of the Lender to collect and receive the Rents due under the Leases or to take possession of the Premises, or to exercise any of the other rights or powers granted to the Lender shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien of any mortgage on the Premises, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

10. **NO MERGER**. So long as any of the Indebtedness shall remain unpaid or unperformed, unless the Lender shall otherwise consent in writing, the fee title and the leasehold estates on the Premises shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in the Assignor or in any lessee or in any third party by purchase or otherwise.

11. **MISCELLANEOUS**.

11.1 **Governing Law**. This Assignment shall be construed in accordance with the laws of the State of Illinois.

11.2 **Successors and Assigns**. This Assignment shall be binding upon the successors and assigns of the Assignor including, without limit, any debtor in possession or trustee in bankruptcy for the Assignor, and the rights and privileges of the Lender under this Assignment shall inure to the benefit of its successors and assigns. This shall not be deemed a consent by the Lender to a conveyance by the Assignor of all or any part of the Premises, any Lease or of any ownership interest in the Assignor.

11.3 **Notices**. Notice from one party to another relating to this Assignment shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth in this Assignment by any of the following means: hand delivery, registered or certified mail, postage prepaid, express mail or other overnight courier service, or telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communications of that type. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier. The Lender's telecopier number is (414) 351-8694.

11.4 **Amendments**. Any amendment of this Assignment shall be in writing and shall require the signature of the Assignor and the Lender.

11.5 **Partial Invalidity**. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of the remaining provisions of this Assignment.

11.6 **Inspections**. Any inspection, audit, appraisal or examination by the Lender or its agents of the Premises or of information or documents pertaining to the Premises; including, without limit, the Leases, is for the sole purpose of protecting the Lender's interests under this Assignment and is not for the benefit or protection of the Assignor or any third party.



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11.7 **Joint and Several Liability.** In the event that more than one person or entity executes this Assignment, the obligations of each person or entity shall be joint and several.

11.8 **Automatic Reinstatement.** Notwithstanding any prior revocation, termination, surrender or discharge of this Assignment, the effectiveness of this Assignment shall automatically continue or be reinstated, as the case may be, in the event that any payment received or credit given by the Lender in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limit, laws pertaining to bankruptcy or insolvency, in which case this Assignment shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not the Lender relied upon this payment or credit or changed its position as a consequence of it. In the event of continuation or reinstatement of this Assignment, Assignor agrees upon demand by the Lender to execute and deliver to the Lender those documents which the Lender determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of the Assignor to do so shall not affect in any way the reinstatement or continuation. If Assignor does not execute and deliver to the Lender upon demand such documents, the Lender and each officer of the Lender is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of the Assignor (with full power of substitution) to execute and deliver such documents in the name and on behalf of the Assignor.

12. **WAIVER OF JURY TRIAL.** THE ASSIGNOR AND THE LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS ASSIGNMENT OR THE INDEBTEDNESS.

[SIGNATURE PAGE FOLLOWS]

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This Assignment of Leases and Rents is dated and effective as of the date stated above.

**ASSIGNOR:**

NL VENTURES VI AINSLIE, L.L.C.,  
a Delaware limited liability company

By: *[Signature]*  
Print Name: Peter S. Carlsen  
Its: President

Fax No.: (214) 363-4968

STATE OF TEXAS                    )  
  )ss.  
COUNTY OF DALLAS            )

The foregoing instrument was acknowledged before me on Sept. 16<sup>th</sup>, 2008, by Peter S. Carlsen, the President of NL Ventures VI Ainslie, L.L.C., a Delaware limited liability company, on behalf of the company.



*Tracy Minor*  
Notary Public  
Dallas County, Texas  
Acting in Dallas County, Texas  
My Commission Expires: 9-15-09

Prepared By:

John P. Gonway  
Maddin Hauser Wartell Roth & Heller, PC  
28400 Northwestern Highway, 3<sup>rd</sup> Floor  
Southfield, Michigan 48034  
(248) 359-7509

When Recorded Return To:

TCF National Bank  
500 W. Brown Deer Road  
Milwaukee, Wisconsin 53217  
Attention: Russell P. McMinn

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## EXHIBIT A

### LEGAL DESCRIPTION

Land located in the Village of Schiller Park, County of Cook, State of Illinois, described as follows:

PARCEL 1:

THE WEST 445 FEET OF THE EAST 845 FEET OF THE NORTH 270 FEET OF THE SOUTH 310 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE WEST 220 FEET (EXCEPT THE WEST 40 FEET OF THE NORTH 20 FEET) OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 (EXCEPT THAT PORTION BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3); THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

LOTS 4, 5, 6 AND 7 IN KELVIN PARK, A SUBDIVISION IN THE NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 2 (EXCEPT THE EAST 745 FEET THEREOF AND EXCEPT THE WEST 40 FEET OF THE EAST 785 FEET OF THE NORTH 20 FEET THEREOF) IN O'HARE INDUSTRIAL CENTER, A SUBDIVISION OF PART OF THE NORTH ½ OF ROBINSON'S RESERVATION IN TOWNSHIP 40, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 1, 2 AND THAT PORTION OF LOT 3 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 19.45 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 18 SECONDS WEST, A DISTANCE OF 178.31 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 18.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 09 MINUTES 55 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING, ALL BEING IN KELVIN PARK, A SUBDIVISION IN THE

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NORTH SECTION OF ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENTS FOR BENEFIT OF PARCEL 1 FOR THE INSTALLATION, MAINTENANCE AND USE OF UNDERGROUND SEWER FACILITIES, AS CREATED BY GRANT DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT NUMBER 16767886 AND CONVEYED BY THE DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197, TO SEREN MACHINE PRODUCTS CORPORATION, DATED MARCH 25, 1957 AND RECORDED APRIL 10, 1957 AS DOCUMENT NUMBER 16873820, OVER THE NORTH 22 FEET OF THE SOUTH 62 FEET OF THE EAST 400 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID, IN COOK COUNTY, ILLINOIS

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PUBLIC UTILITY PURPOSES, AS RESERVED IN DEEDS RECORDED AS DOCUMENT #'S 16560115, 16590506, 16625871, 16830801, 16848108, 16639965, 16663431, AND 16855539, AND GRANTED BY THE DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197, TO SEREN MACHINE PRODUCTS CORPORATION, DATED MARCH 25, 1957 AND RECORDED APRIL 10, 1957 AS DOCUMENT NUMBER 16873820, OVER AND UNDER THE SOUTH 10 FEET OF LOTS 1 AND 2; THE WEST 10 FEET OF LOT 2, THE WEST 10 FEET OF THE SOUTH 310 FEET OF LOTS 3 AND THE NORTH 10 FEET OF THE SOUTH 310 FEET (EXCEPT THE EAST 845 FEET) OF LOT 3, ALL IN O'HARE INDUSTRIAL CENTER AFORESAID, ALL IN COOK COUNTY, ILLINOIS

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCELS 2 AND 4 FOR PRIVATE ROAD INGRESS AND EGRESS TO AND FROM RIVER ROAD AND FOR INSTALLATION, USE AND MAINTENANCE OF UNDERGROUND UTILITIES OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES:

1. THE SOUTH 40 FEET OF THE EAST 1105 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.
2. THE SOUTH 60 FEET OF THE WEST 80 FEET OF THE EAST 1185 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID.
3. THE NORTH 20 FEET OF THE WEST 80 FEET OF THE EAST 785 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, CREATED AND GRANTED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1955 AND KNOWN AS TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS, INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108

PARCEL 9:

EASEMENT FOR BENEFIT OF PARCEL 4 FOR INSTALLATION, MAINTENANCE AND USE OF UNDERGROUND SEWER FACILITIES AS CREATED BY GRANT DATED NOVEMBER 1, 1956 AND RECORDED NOVEMBER 29, 1956 AS DOCUMENT 16767886 AND CONVEYED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197, TO UNIMATIC MACHINE PRODUCTS INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108 OVER THE NORTH 22 FEET OF THE SOUTH 62 FEET OF THE EAST 700 FEET OF LOT 3 IN O'HARE INDUSTRIAL CENTER AFORESAID

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PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCEL 4 FOR PUBLIC UTILITY PURPOSES AS RESERVED IN THE DEEDS RECORDED AS DOCUMENTS 16560115, 165905056, 16625871 AND 16830801 AND GRANTED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 18197 TO UNIMATIC MACHINE PRODUCTS INC., DATED MARCH 8, 1957 AND RECORDED MARCH 13, 1957 AS DOCUMENT 16848108 OVER AND UNDER THE SOUTH 10 FEET OF LOT 1 AND SOUTH 10 FEET OF THE EAST 745 FEET OF LOT 2 IN O'HARE INDUSTRIAL CENTER AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Tax Parcel ID Nos.:      12-10-302-018-0000  
                                 12-10-302-048-0000  
                                 12-10-302-049-0000  
                                 12-10-312-001-0000  
                                 12-10-312-002-0000  
                                 12-10-312-003-0000  
                                 12-10-312-004-0000  
                                 12-10-312-005-0000  
                                 12-10-312-006-0000  
                                 12-10-312-007-0000

Commonly known as: 9500, 9521, and 9545 – 9555 Ainslie Street, and 9550 Kelvin

ASSIGNMENT OF LEASES AND RENTS

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**UNOFFICIAL COPY****EXHIBIT B**

## LEASE INFORMATION

<u>Tenant Name and Address</u>	<u>Lease Date</u>	<u>Leased Premises</u>	<u>Security Deposit Amount</u>
MIDLAND CHUTES, INC. INJECTION PLASTIC CORPORATION SMITHCO FABRICATORS, INC. WISCONSIN TOOL AND STAMPING COMPANY MIDLAND TECHNOLOGY, INC. ILLINOIS RANGE COMPANY  c/o JJD Industries, Inc. 9525 Ainslie Street Schiller Park, Illinois 60176	September <u>18</u> , 2008	9500, 9521 & 9545-9555 Ainslie Street, and 9550 Kelvin Lane	\$510,565.00

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