## UNOFFIC MALEGOPY



#### ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made this 10 day of December, 1999,

BY AND BETWEEN

LASALLE NATIONAL BANK CHICAGO, TRUSTEE UTA No. 27063, DATED 9/27/72,

hereinafter referred to as

"Assignor,"

**BUSINESS LOAN CENTER, INC.,** a Delaware corporation, hereinafter referred to as

"BLC."

Opens Of Co WITNESSETH:

WHEREAS, Assignor is a trust whose beneficiary and duly authorized agent is Lea A. Argiris (hereinafter referred to as "Borrower"); and

WHEREAS, Borrower is the maker of a promissory note of even date herewith in the original principal amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000), given to BLC (the "Note"), which Note is partially secured by a Morigage of even date herewith, which Mortgage encumbers certain real property (the "Property") described as follows:

THAT CERTAIN tract of land with the improvements thereon erected, situated in Cook County, Illinois, bounded and described as follows to wit:

LOTS 17, 18, 19 AND 20 IN BLOCK 2 IN ERNST STOCK'S RESUBDIVISION OF BLOCKS 2 AND 3 (EXCEPT THE WESTERLY 20 FEET THEREOF) OF PARKER'S RESUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**ALSO** 

THAT PART OF THE VACATED ALLEY NORTH AND ADJOINING LOTS 17 TO 20 INCLUSIVE LYING SOUTH OF THE CENTER LINE OF SAID ALLEY AND WEST OF THE EAST LINE OF SAID LOT 20 EXTENDED NORTH AND EAST OF THE WESTERLY LINE OF SAID LOT 17 EXTENDED IN COOK COUNTY, ILLINOIS

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9737/0178 16 001 Page 1 of 15 1999-12-20 15:17:16 Cook County Recorder 95.00

**ALSO** 

VACATED ALLEY WEST AND ADJOINING LOT 17 AND THE WESTERLY LINE OF SAID LOT 17 EXTENDED NORTHWESTERLY TO THE CENTER LINE OF EAST AND WEST VACATED ALLEY NORTH OF AND ADJOINING SAID LOTS 17 TO 20 INCLUSIVE ALL IN COOK COUNTY, ILLINOIS.

The real property, or its address, is more commonly known as 4124 West Parker Avenue, Chicago, Illinois.

WHEREAS, Assignor desires to secure to BLC the full and complete performance of each of the covenants, agreements, obligations, and promises contained in the Note, Mortgage and all instruments securing repayment of the Note, and in any extensions, supplements and consolidations thereof (hereinafter collectively called "Loan Documents").

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, and set over unto BLC, its successors and assigns, all of Assignor's interest in the profits now due or to become due and derived from the Property, including, without limitation, all of Assignor's interest in the rents, income, and profits now due or to become due pursuant to 'nat certain lease more particularly set forth on Exhibit "A," attached hereto and forming a part hereof (the "Lease"), such assignment to be subject to the following terms and conditions:

- 1. Assignment Upon Default. Until default shall have occurred in the full and complete performance of any of the agreements, covenants, and promises contained in the Loan Documents, Assignor may continue to collect and retain the rents, income, and profits from the Property. Upon occurrence of any default, Assignor shall deliver to BLC the Lease and all other leases on the Property or portion thereof wherein Assignor is lessor and all payments due under such leases shall thereafter be payable to BLC. This assignment of reads shall be an assignment of all of Assignor's interest in and to such leases and all leases hereinafter entered into to BLC including all covenants or payments due thereunder, and Assignor shall, at BLC's request, execute any further assignments or other documents necessary to perfect the transfer of such lease and the rights running thereunder to BLC.
- 2. Application of Rents. All sums collected and received by BLC out of the rents, income, and profits of the Property and any lease or leases thereon shall first be applied to the payment of: the costs of collection thereof; the costs of management, repairs and upkeep of the Property, including the purchase of such additional furniture, fixtures, and equipment as BLC in its sole discretion deems necessary for the maintenance of a proper rental value of the Property; all taxes and assessments against the real estate, premiums for public liability insurance and insurance premiums payable by the mortgagor or other owner as provided in the Mortgage described above, and any other tax or charge imposed upon or collectible by BLC under any federal or state law or any law or ordinance enacted by any political subdivision thereof, or any supplements or amendments thereto. Second, the balance, if any, which shall be known as "the 99621\_1

net income," shall be applied toward the reduction of the indebtedness evidenced by the Note and interest accrued thereon (the "Indebtedness"); provided, however, that no credit shall be given by BLC for any sum or sums received from the rents, income, and profits of the Property until the money collected is actually received at BLC's home office, and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on the Indebtedness be given for any rents, income, and profits derived from the Property after BLC shall obtain possession of the Property under order of Court or by operation of law.

- Management of Property. BLC may, after recourse of default as above provided, from time-to-time appoint and dismiss such agents or employees as shall be necessary for the collection of the rents, income, and profits, and for the proper care and operation of the Property, and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority for Assignor's benefit to manage the Property and to do all acts relating to such management including among other things, the making of new leases in the name of the owner or otherwise, the alteration or amendment of existing leases, the authorization of repairs or replacements to maintain the building or buildings and chattels situate upon the Property in good and tenantable condition, and the making of such alterations or improvements, as, in the judgement of the BLC, may be rucessary to maintain or increase the income from the Property. BLC shall have the sole control of such agents or employees, whose remuneration shall be paid out of the rents, issues, and profits as her einbefore provided.
- Waiver. Assignor agrees that nothing in this Assignment shall be construed to 4. limit or restrict in any way the rights and powers granted in the Loan Documents to BLC or its successor or assigns. The collection and application of the rents, issues and profits to the Indebtedness on the Note or as otherwise above provided shall not constitute waiver of any default, which might at the time of application or thereafter exist under the Loan Documents, and the payment of the Indebtedness on the Note may be accelerated in accordance with their terms, notwithstanding such application.
- Illinois Law. This Assignment shall be governed by the laws of the State of 5. Illinois and shall inure to the benefit of BLC and its successors and assigns and shall be binding Office upon Assignor and its successors and assigns.

[Signatures to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto on the day and year first above written.

> LASALLE NATIONAL BANK OF CHICAGO, TRUSTEE UTA No. 27063, DATED 9/27/72

Property of Colons Clark's Office Lea A. Argiris,

### **ACKNOWLEDGMENT**

before me this $\sqrt{\ / \ / \ }$ day of December, ized Agent of LaSalle National Bank of
and and official seal.
ary Public
"OFFICIAL SEAL" JULIE ABEI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES MAY 7, 2000
<b>ENT</b> a before me this $8 + \frac{11}{2}$ day of
Center, Inc., a Delaware corporation.
DENISE BALE  NOTARY PUBLIC  STATE OF KANSAS  My Appointment Expires 3000

### INDUSTRIAL BUILDING LEASE EXTENSION

Industrial Building Lease dated January 1, 1987, and Extension dated November 30, 1994, for the premises at 4124 West Parker Avenue, Chicago, Illinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE.

The term of the Lease is extended from January 1, 1999 through December 31, 1999.

MONTHLY RENT.

The monthly rental will continue at \$ 750.00 per month.

AUTHORITY TO SUBLEASE.

Lessee may sublease any portion of the building provided it obtains the written consent of lessor, which consent shall not be unresonably withheld.

SECURITY DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessee's pe formance under this Lease which shall be repsid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the coverants and agreements of this Lease. Moneys deposited as security shall not bear any interest.

All other terms and conditions of the Industrial Building Lease dated January 1, 1987 shall remain in full force and effect for the term of this Lease ending December 31, 1999

Dated in Chicago, Illinois this 1st day of December, 1998.

LESSEE:

Barrett Manufacturing Co., an Illinois Corporation

LESSOR:

LaSalle National Bank of Chicago Trustee UTA No. 27063

Beneficiary and Duly Authorized

Agent

#### **INDUSTRIAL BUILDING LEASE EXTENSION**

Industrial Building Lease dated January 1, 1987, and Extension dated November 30, 1994, for the premises at 4124 West Parker Avenue, Chicago, Illinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE.

The term of the Lease is extended from January 1, 1998 through December 31, 1998.

MONTHLY RENT.

MODIFIED- January 1, 1998 through May 31, 1998:

\$1,000.00 per month. June 1, 1998 through December 31, 1998: \$ 750.00 per month.

**AUTHORITY** TO SUBLEASE. Lessee may sublease any portion of the building provided it obtains the written consent of lesser, which consent shall not be unresonably withheld.

**SECURITY** DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessee's performance under this Lease which shall be repsid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the covenants and agreements of this Lease. Moneys deposited as security shall not bear any interest.

All other terms and conditions of the Industrial Building Lease dated University 1, 1987 shall remain in full force and effect for the term of this Lease ending December 31, 1998.

Dated in Chicago, Illinois this 1st day of January, 1998.

LESSEE:

Barrett Manufacturing Co., an Illinois Corporation

LESSOR:

LaSalle National Bank of Chicago Trustee UTA No. 27063

Beneficiary and Duly Authorized

Agent

#### INDUSTRIAL BUILDING LEASE EXTENSION

Industrial Building Lease dated January 1, 1987, and Extension dated November 30, 1994, for the premises at 4124 West Parker Avenue, Chicago, Illinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE.

term of the Lease is extended from January 1, 1997 through

December 31, 1997.

MONTHLY RENT.

The monthly rent will continue at \$1506.00 per month.

**AUTHORITY** TO SUBLEASE.

Lessee may sublease any portion of the building provided it obtains the written consent of lessor, which consent shall not be unresonably withheld.

**SECURITY** DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessee's performance under this Lease which shall be repsid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the covenants and agreements of this Lease. Moneys deposited as security shall not bear any interest.

All other terms and conditions of the Industrial Building Lease dated January 1, 1987 shall remain in full force and effect for the term of this Lease ending December 31, 1997.

Dated in Chicago, Illinois this 1st day of December, 1996.

LESSEE:

Barrett Manufacturing Co., an Illinois Corporation

LESSOR:

LaSalle National Bank of Chicago Trustee UTA No. 27063

Agent

#### **INDUSTRIAL BUILDING LEASE EXTENSION**

Industrial Building Lease dated January 1, 1987, and Extension dated November 30. 1994, for the premises at 4124 West Parker Avenue, Chicago, Ilinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE.

The term of the Lease is extended from December 31, 1995

to December 31, 1996.

MONTHLY RENT.

The monthly rent will continue at the previous reduced rate of \$1,506.00 per month from January 1, 1996 - December 31, 1996.

AUTHORITY TO SUBLEASE. Lessee may sublease any portion of the building provided it obtains the written consent of Lessor, which consent shall not be

unreasonably withheld.

SECURITY DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessee's performance under this Lease which shall be repaid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the covenants and agreements of this Lease. Moneys deposited as security shall not bear any interest.

All other terms and conditions of the Industrial Building Lease dated January 1, 1987 shall remain in full force and effect for the term of this Lease ending December 31, 1996.

Dated in Chicago, Illinois this 1st day of December, 1995.

LESSEE:

Barrett Manufacturing Co... an Illinois Corporation

**LESSOR:** 

LaSalle National Bank of Chicago Trustee UTA No. 27063

Beneficiary and Duly

Agent

#### INDUSTRIAL BUILDING LEASE EXTENSION

Industrial Building Lease dated January 1, 1987, and Extension dated October 28, 1991, for the premises at 4124 West Parker Avenue, Chicago, Illinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE. The

The term of the Lease is extended from December 31, 1994 to December 31, 1995.

MONTHLY PENT.

be reduced to The monthly rent will continue at the current rate of \$1,506. per month from January 1, 1995 - December 31, 1995.

LESSEE.

Parrett Manufacturing Co., an Illinois

Corporation

AUTHORITY TO SUBLEASE.

Lesse nay sublease any portion of the building provided it obtains the written consent of Lessor, which consent shall not be unreasonably withheld.

SECURITY DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessoe's performance under this Lease which shall be repaid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the covenants and agreements of this Lease. Moneys deposited as security chall not bear any interest.

All other terms and conditions of the Industrial Building Lease dated January 1, 1987 shall remain in full force and effect for the term of this Lease ending December 31, 1995.

Dated in Chicago, Illinois this 20 day of November, 1994.

LESSEE:

Barrett Manufacturing Co., an Illinois Corporation

Lisa Thompson

Stockholder/Director

LESSOR:

LaSalle National Bank of Chicago Trustee UTA No. 27063

3y: <u>L20</u>

Beneficiary and Duly Authorized Agent

#### INDUSTRIAL BUILDING LEASE EXTENSION

Building Lease dated January 1, 1987, for the premises at 4124 West Parker Avenue, Chicago, Illinois 60639, between BARRETT MANUFACTURING CO., and LASALLE NATIONAL BANK OF CHICAGO, Trustee UTA No. 27063 is hereby amended as follows:

TERM OF LEASE. The term of the Lease is extended from December 31, 1991 to December 31, 1994.

MONTHLY REIT. January 1, 1992 - December 31, 1992: \$1,820.00 per mo. January 1, 1993 - December 31, 1993: \$1,911.00 per mo. January 1, 1994 - December 31, 1994: \$2,007.00 per mo.

LESSEE. Barrett Manufacturing Co., an Illinois Corporation.

AUTHORITY

TO SUBLEASE.

Lessee may sublease any portion of the building provided it obtains the written consent of Lessor, which consent shall not be unreasonably withheld.

DEPOSIT.

Lessor may at any time require Lessee to deposit with Lessor two (2) months rent as security for Lessee's performance under this Lease which shall be repaid to Lessee by Lessor at the termination of the Lease provided that Lessee has complied with all of the covenants and agreements of this Lease. Moneys deposited as security shall not bear any interest.

All other terms and conditions of the Industrial Building Lease shall remain in full force and effect for the term of this Lease ending December 31, 1994.

Dated in Chicago, Illinois this 28 day of Carober, 1991.

LESSEE: Barrett Manufacturing Co.

an Illinois Corporation

Chairman

By: Mary Palner

LESSOR: LaSalle National Bank

of Chicago, Trustee

UTA No. 27063

Its Duly Authorized

Agent

### INDUSTRIAL BUILDING LEASE

DATE OF LEASE

TERM OF LEASE

MONTHLY RENT

JANUARY 01, 1987

BEGINNING 01/01/87

12/31/91

ENDING

01/01/87~12/31/90: \$1458.33

01/01/91-12/31/91: \$1750.00

Location of Premises:

4124 WEST PARRKER AVENUE CHICAGO, ILLINOIS 60639

Purposa:

MANUFACTURING AND WAREHOUSING

#### 09180501

#### LESSEE

NAME

ADDRESS

BARRETT MANUFACTURING, A DIVISION OF

ALPHA CAST INC.

4124 W. PARKER AVENUE CHICACO. ILLINOIS 606

ILLINOIS 60639

LESSOR

EXCHANGE NATIONAL BANK

DUSINESS

NAME AND

ADDRESS

OF CHICAGO, TRUSTEE UTA #27063, DATED 09/27/72

CHICAGO, ILLINOIS 60690

In consideration of the regular covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Terra.

#### BENEFICIARIES OF THE

#### BENEFICIARIES OF THE

RENT

1. Lessee shall a Lessor of Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

CONDITION AND UPKEEP CF PREMISES

Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, p ior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including an apurtenances, in good repair, replaceing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality. and will keep the Premises, including ad oining alleys, in a clean and healthful condition according to the appliand will remove the richings, including ad onling aneys, in a clean and heating condition according to the appreciable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sac'ewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Le roof, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

LESSEE NOT SUBLET; SSIGNMENT

3. Lessee will not allow the Premises to be user for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein-before specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the write sonsent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the integer in the Premises acquired through this lease, and will not permit the Premises to be used for any unlayful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, eards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written cousen of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**MECHANIC'S** 

4. Lessee will not permit any mechanic's lien or liens to be placed upon the immises or any building or improvement thereon during the term hereof, and in case of the filing of such lien lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Dessee to Dessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY FOR ACCIDENTS

Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to skeep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes; tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trapidoor or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

KEEP PREMISES IN REPAIR

ACCESS TO PREMISES

ABANDON-MENT AND RELETTING

HOLDING OVER

EXTRA FIRE HAZARD

DEFAULT BY LESSEE

NO RENT DEDUCTION OR SET OFF

RENT AFTER NOTICE OR SUIT

PAYMENT OF COSTS

RIGHTS CUMULATIVE

FIRE AND CASUALTY

SUBORDINATION PLURALS; SUCCESSORS

SEVERABILITY

FFICIAL COPYCECAL

Lessor shall not be obliged to incur any expense for repairing any improvements upon said demis premises or connected therewith, and the Lessee at his own expense will keep all improvements in good rep (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and who some condition, and will comply with all local or general regulations, laws and ordinances applicable there as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, ke said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not ma such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due fro and payable by Lessee to Lessor.

- Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting t same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with t
- If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be tern nated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Less for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realize monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Less agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.
- held, the sum of.... this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waive of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of at
- There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids materials save such as may be necessary for use in the business of the Lessee, and in such case, any such such as stances s'all be delivered and stored in amount, and used, in accordance with the rules of the applicable Boar of Underwiters and statutes and ordinances now or hereafter in force.
- It default be made in the payment of the above rent, or any part thereof, or in any of the covenar herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said terended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies whi might otherwise be use I for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, as shall have a valid and first fign upon all personal property which Lessee now owns, or may hereafter acquire have an interest in, which is 37 law subject to such distraint, as security for payment of the rent herein reserve
- Lessee's covenant to pry rent is and shall be independent of each and every other covenant of this lea: Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any clai for rent in any action.
- It is further agreed, by the partie, hereto, that after the service of notice, or the commencement of a st or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and t payment of said rent shall not waive or a fer; said notice, said suit, or said judgment.
- Lessee will pay and discharge all reasons ble costs, attorney's fees and expenses that shall be made at incurred by Lessor in enforcing the covenants rad agreements of this lease.
- The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one more thereof shall not bar Lessor from exercise or use of at y other right or remedy provided herein or other wi provided by law, nor shall exercise nor use of any right or cemedy by Lessor waive any other right or remed
- In case the Premises shall be rendered untenar table during the term of this lease by fire or oth casualty, Lessor at his option may terminate the lease or repair in. Premises within 60 days thereafter. If Less elects to repair, this lease shall remain in effect provided such reairs are completed within said time. If Less shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall not have repaired the Premises within said time. terminate. If this lease is terminated by reason of fire or casualty as he an specified, rent shall be apportioned ar paid to the day of such fire or other casualty.
  - This lease is subordinate to all mortgages which may now or hereafter affect the Premises.
- 20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mea "Lessors" and "Lessees" in case more than one person constitutes either party to mis lease; and all the covenan and agreements contained shall be binding upon, and inure to, their respective recessors, heirs, executor administrators and assigns and may be exercised by his or their attorney or agen.
- Wherever possible each provision of this lease shall be interpreted in such manner as to be effective an valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicablaw, such provision shall-be-ineffective to-the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.
  - IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THIS SHALL BE A NET-NET LEASE AND THAT ALL ITEMS OF EXPENSE FOR THE SUBJECT PREMISES SHALL BE THAT OF LESSEE. CONSEQUENTLY, AS ADDITIONAL RENT LESSEE SHALL PAY BENEFICIARIES OF THE LESSOR EACH MONTH ONE TWELFTH OF ALL EXPENSES INCLUDING, (BUT NOT LIMITED TO) THE FOLLOWING:

A) TAXES, ASSESSMENTS AND OTHER GOVERNMENTAL CHARGES, BASED UPON THE LAST ASCERTAINABLE BILLS THEREFORE.

- INSURANCE PREMIUMS INCLUDING THAT FOR PUBLIC LIABILITY AND FIRE AND EXTENDED COVERAGE FOR THE BUILDING AND THE PROPERTY OF LESSOR THEREIN. ALL POLICIES OF INSURANCE SHALL BE IN AMOUNTS AND WITH INSURANCE COMPANIES APPROVED BY LESSOR. LESSOR SHALL BE DESIGNATED AS NAMED INSURED IN ALL SUCH POLICIES.
- LESSEE SHALL HAVE THE RIGHT TO PAY THE GENERAL REAL ESTATE TAXES AND SPECIAL ASSESSMENTS UNDER PORTEST AND TO TAKE SUCH ACTION AS LESSEE SHALL ELECT TO TAKE BEFORE THE BOARD OF APPEALS OR OTHER ASSESSING OR REVIEWING ADMINISTRATIVE BODIES AND BEFORE REVIEWING COURTS, FOR THE PURPOSE OF OBTAINING A REDUCTION AND REFUND OF GENERAL TAXES AND ASSESSMENTS.

ATTACH RIDERS HERE

BENEFICIARIES DE HE LESOR AGRIES, AT THE REQUEST OF LESSEE, TO EXECUTE AND ALL PROTEST FORMS OR OTHER FORMS OR DOCUMENTS WHICH MAY BE REQUIRED IN ORDER TO ASSIST LESSEE FOR OBTAINING SUCH REDUCTIONS OR REFUNDS OF GENERAL TAXES AND ASSESSMENTS. ANY AND ALL SUCH REFUNDS, WHEN OBTAINED, SHALL BE PAID OR CREDITED TO LESSEE.

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If this instrument is executed by a corporation, so Board of Directors of such corporation.	uch everusie	n hoa haan	erio de la compansión d		
<u>.</u>		a nas ocen aut	norized by a d	uly adopted re	solution of the
This lease consists ofpages numbere identified by Lessor and Lessee.	ed 1 to	, includ	ling a rider co	nsisting of	pages,
IN WITNESS WHEREOF, the parties hereto ha	ave executed	this instrumen	utas of the Da	te of Lagra stor	ad aba
LESSEE: BARREII MANUFACTURING. A DIVIS	ION L	ESSOR: EXC	HANGE NATIO	NAL BANK OF	CHICAGO
OF ALPHA CAST INC.		7,850	STEE UTA #2	7063, DATED	9/27/72
N. Pt. 1 11 10 1	(SEAL)		7-		(SEAL
BY: / atrick W. Slupis	(SEAL) B	1: L&	<u> </u>		(SEAL
GENERAL MANAGER		ITS AGEN	IT AND ALTOI	NEY	
				Sc.	
25.0	IGNMENT BY	LECCOR		0	
On this				. 1	
	2, for va	alue received, Le		ns <u>fers, assigns</u> a	
Lease and the rept thereby recovered		·	_all right, title a	ind interest in ar	nd to the above
Lease and the rent thereby reserved, except rent due and pa	ayable prior t	0	, 19	9	
	·				
					(SEAL)
					(SEAL)
	CHADANTE	-	•		
On this	GUARANTE:				
On this	acknowledged administrators	nsideration of Te I, the undersigne I, successors or a	n Dollars (\$10.0 d Guarantor her assigns of all co	<ol> <li>and other good eby guarantees to venants and agree</li> </ol>	d and valuable he payment of ements of the
					(SEAL)
			_		_
Note: Use Form Number 12-1P for assignment by Low					(SEAL)