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ASSIGNMENT OF LEASE PAYMENTS

Dated as of November 1, 1986

From

CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE  
UNDER A TRUST AGREEMENT DATED MAY 29, 1986 AND  
KNOWN AS TRUST NUMBER 66-5426

TO

CITIZENS BANK & TRUST COMPANY

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This instrument was prepared by:  
Stephen F. Stroh  
Laura L. Kerton  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

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HV Box 211

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## ASSIGNMENT OF LEASE PAYMENTS

Dated as of November 1, 1986

1. Know all Men by these Presents, that Citizens Bank & Trust Company, not personally, but as Trustee under a Trust Agreement dated May 29, 1986 and known as Trust Number 66-5426 (the "Land Trust"), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto CITIZENS BANK & TRUST COMPANY, a corporation duly organized and validly existing under the laws of the State of Illinois (hereinafter called the "Bank"), all the rents, revenues, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting or, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, including the Lease (the "Lease") dated as of November 1, 1986, by and between the Land Trust and Dynapace Corporation, an Illinois corporation (the "Company"), which the Land Trust may have heretofore made or agreed to or may hereafter make or agree to, it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such rents, revenues, earnings, income, issues and profits thereunder, unto the Bank herein, all relating to the real estate and premises situated in the Village of Arlington Heights, Cook County, Illinois, and described in Exhibit A attached hereto and made a part hereof; subject, however, to the provisions of paragraph 4 hereof.

This instrument is given to secure payment of the principal sum of One Million Six Hundred Sixty Thousand Dollars (\$1,660,000), together with the interest, and all other sums due and payable upon or in connection with, a certain loan made by the Illinois Development Finance Authority (the "Issuer") to the Land Trust, pursuant to that certain Loan Agreement dated as of November 1, 1986, by and between the Issuer and the Land Trust (the "Agreement"), the loan being evidenced by that certain promissory note of the Land Trust made payable to the Bank for the account of the Issuer (hereinafter called the "Note"), for the purpose of acquiring certain real estate (the "Land"), constructing a building thereon (the "Building") (the Land and the Building hereinafter sometimes referred to as the "Project"), the Project to be leased to the Company for use in the design, manufacture and distribution of factory automation equipment. The Note is secured, among other things, by the Mortgage, the Corporate Guaranty, the Jariabka Guaranty, the Struck Guaranty (col-

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lectively, the "Guaranty Agreements") and the Assignment of Beneficial Interest (all as defined in the Agreement) and this instrument. The Note, the Mortgage, the Guaranty Agreements and the Assignment of Beneficial Interest and this instrument secure the prompt and full payment and performance by the Land Trust of all its obligations under the Note, the Mortgage and the Agreement and the payment of the principal of, premium, if any, interest and all other amounts due on the Industrial Development Revenue Bond (Dynapace Corporation Project) of the Issuer, in the principal amount of \$1,660,000 (the "Bond"), issued pursuant to a Bond Purchase Agreement dated as of November 1, 1986 (the "Bond Purchase Agreement") by and between the Issuer, the Land Trust, Citizens Bank & Trust Company (the "Depository") and the Bank. This instrument shall remain in full force and effect until the Note, the Bond, all interest, all other sums due and payable thereon and all other costs and charges which may have accrued or may hereafter accrue under the Agreement, the Bond Purchase Agreement, the Lease, the Mortgage, the Assignment of Beneficial Interest and the Guaranty Agreements have been fully paid.

2. Subject to the provisions of paragraph 4 hereof, the Land Trust directs the Company and all tenants now or hereafter occupying the Project to pay all rentals due the Land Trust to the Bank, and covenants and agrees that payment to the Bank shall be in full and complete acquittance and satisfaction of rentals due the Land Trust on said property.

3. The Land Trust agrees that the Bank, by virtue of the assignment hereby made, shall have the right, after the occurrence and during the continuance of an Event of Default described in paragraph 4 hereof to enter and take possession of the Project and to manage and operate the same, to let and re-let the Project or any part thereof, and serve notices and bring suits on behalf of the Land Trust in any instance in which any tenant of the Project become delinquent in the payment of rentals or for any other just cause, and to perform such other acts in connection with the management and operation of the Project as the Bank, in its discretion, may deem proper, and the Bank shall not be liable to the Land Trust for any vacancy of the property.

4. Without limitation of any of the legal rights of the Bank as the absolute assignee of the rents, revenues, earnings, issues, income and profits of said real estate and premises above described, the Land Trust hereby covenants and agrees that upon the occurrence and during the continuation of any "Event of Default" under the Agreement (an "Event of Default"), the Bank shall have the right, whether before or after the Note is declared to be immediately due in accordance with the terms of the Agreement, or whether before or after the institution of any legal proceedings or the exercise of any other rights and reme-

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dies granted to the Bank or the Issuer (and assigned to the Bank) under the Agreement, the Note, the Lease, the Mortgage, the Guaranty Agreements or the Assignment of Beneficial Interest, upon such an Event of Default, forthwith, to direct by written notice that the Company and any other lessee, assignee, transferee or obligor under the Lease pay the rent specified in Section 5.3 of the Lease directly to the Bank for the account of the Issuer. The Bank shall not be liable for failure to collect rentals or failure to enforce performance by any lessee.

This Assignment is absolute and is effective immediately and includes any extensions or renewals of the Lease or any other lease relating to the Project. However, notwithstanding that this Assignment is effective immediately, until notified by the Bank in writing that an Event of Default has occurred, the Company shall continue to pay the Land Trust the rentals coming due under the Lease as and when they accrue according to the terms of the Lease; provided, however, that in any event no rent more than two months in advance shall be collected or accepted by the Land Trust without the prior written consent of the Bank. Exercise or failure to exercise the right to collect rentals by the Bank pursuant to the Assignment hereby made shall not affect the exercise of any other right or remedy of the Bank.

Without limitation of any of the legal rights of the Bank as the absolute assignee of the rents, revenues, issues, income and profits of said real estate and premises above described, and by way of enumeration only, the Land Trust hereby further assigns to the Bank all rights and remedies upon an Event of Default under Section 9.1 of the Lease, which the Land Trust has under Section 9.2 of the Lease. The Bank may exercise such assigned rights upon the occurrence and continuation of an Event of Default under the Lease as set forth in Section 9.2 of the Lease, whether before or after the Note is declared to be immediately due in accordance with the terms of the Agreement, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, or before exercising any of its rights under the Guaranty Agreements or the Assignment of Beneficial Interest.

The failure of the Bank, or any of its agents, attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his or their rights under the terms hereof, but the Bank or its agents, attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment, or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

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The payment of the Note and the Bond and the payments of all other amounts due under the Agreement, the Bond Purchase Agreement, the Mortgage, the Lease, the Assignment of Beneficial Interest and the Guaranty Agreements shall ipso facto operate as a release of this instrument.

5. The Land Trust agrees that hereafter it will not amend, modify, cancel or accept surrender of the Lease nor attempt to do so, nor will it enter into, or attempt to enter into, any new lease with the Company or any other lessee, nor will it give its consent to any lessee to make alterations or improvements or to assign its lease except as permitted under the Mortgage.

6. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent certified mail, postage prepaid, or (ii) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

(a) if to the Land Trust, at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: Trust Number 66-5426 ;

(b) if to the Bank, at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: W. Bradley Stetson; and

(c) if to the Company, at 2251 South Foster Avenue, Wheeling, Illinois 60090, Attention: Anthony Jariabka and James Struck.

This instrument shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

7. This Assignment is executed by Citizens Bank & Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Citizens Bank & Trust Company hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Land Trust or Citizens Bank & Trust Company personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or under the instruments referred to herein, or to perform any covenant either expressed or implied herein contained, all such personal liability, if any, being expressly waived by the parties hereto and by any person

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now or hereafter claiming any right or security hereunder, and that so far as said Citizens Bank & Trust Company personally is concerned, the Bank, its successors and assigns shall look solely to the Land and the Building for the payment thereof, by the enforcement of the lien hereby created, in the manner herein provided, or by action to enforce any other security given for said indebtedness. It is further understood and agreed that the Land Trust or Citizens Bank & Trust Company shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

IN WITNESS WHEREOF, the Land Trust and the Bank have caused this Assignment to be executed as of the date first written above.

CITIZENS BANK & TRUST COMPANY,  
not personally, but as Trustee  
under a Trust Agreement dated  
May 29, 1986 and known as  
Trust Number 66-5426

(SEAL)

Attest:

By *Richard H. Shelton*  
Its TRUST OFFICER

*[Signature]*  
Its Assistant Secretary

CITIZENS BANK & TRUST COMPANY,  
as Bank

By *[Signature]*  
Its First Vice President

(SEAL)

Attest:

*[Signature]*  
Its James J. P.

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Dynapace Corporation (the "Company"), as lessee under the Lease dated as of November 1, 1986, by and between Citizens Bank & Trust Company, not personally, but as Trustee under a Trust Agreement dated May 29, 1986 and known as Trust Number 66-5426, as lessor, and the Company, as lessee, hereby acknowledges receipt of a copy of this Assignment of Lease Payments, and assents to the payment of rents and other amounts due under said Lease directly to the Bank named in this Assignment of Lease Payments in the manner provided in this Assignment of Lease Payments, all as of the date first above written.

DYNAPACE CORPORATION

(SEAL)

Attest:

By

Its

Anthony J. Javalko  
PRESIDENT

Anton S. Javalko  
ITS SECRETARY

SECRETARY

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## AGREEMENT OF BENEFICIARY

The undersigned, ANTHONY JARIABKA and JAMES STRUCK, as the general partners (the "Partners") of J&S Associates, an Illinois general partnership which is the sole beneficiary (the "Beneficiary") of Trust Number 66-5426 created and established at Citizens Bank & Trust Company as aforesaid (the "Land Trust") and as the holders of the power of direction thereunder, hereby expressly warrant and represent that they have authorized and directed the Land Trust referred to above to enter into the attached Assignment of Lease Payments (the "Assignment") on behalf of the Land Trust and the undersigned Partners of the Beneficiary. The undersigned Partners of the Beneficiary hereby expressly acknowledge all of the representations and warranties made by said Land Trust in the Assignment to be true and correct, and hereby approve all the terms, provisions and conditions of the Assignment. The undersigned Partners of the Beneficiary further covenant and agree to execute all documents, instruments, letters of direction, notices, reports, acceptances, receipts, consents, waivers, affidavits and certificates and to take all actions (including the provision of necessary funds) within their control as holders of the powers of management, control and direction of the Land Trust to enable said Land Trust to perform all of its obligations, covenants and agreements contained in the Assignment.

Witness:

Donna J. Struck

J&S ASSOCIATES

By Anthony Jariabka  
Anthony Jariabka, Partner

Witness:

James F. Struck

By James F. Struck  
James Struck, Partner

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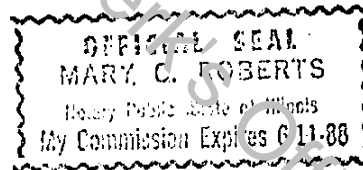
STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK     )

I, Mary C. Roberts, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Nina H. Pollman and Stephen M. Totton personally known to me to be the same persons whose names are, respectively, as Trust Officer and Assistant Secretary of CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED May 29, 1986 AND KNOWN AS TRUST NUMBER 66-5426, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of November, 1986.

Mary C. Roberts  
Notary Public in and for  
Cook County, Illinois

(SEAL)



My Commission Expires:

6-11-88

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for the said County in the State aforesaid, do hereby certify that A. BRADLEY STETSON and WILLIAM D. MCGUIRE personally known to me to be the same persons whose names are, respectively, as the ASST. VICE PRESIDENT and VICE PRESIDENT of CITIZENS BANK & TRUST COMPANY, an Illinois Corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of November, 1986.

Betty J. Schwabe  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission Expires: ~~My~~ Commission Expires 10-16-87

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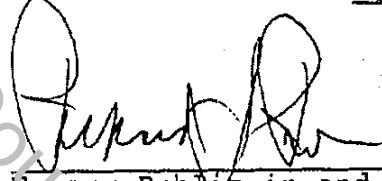
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STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK        )

I, RICHARD J. RUBIN, a Notary Public in and for the said County in the State aforesaid, do hereby certify that ANTHONY JARIABKA and ANTON S. JARIABKA personally known to be to be the same persons whose names are, respectively, as President and Secretary of Dynapace Corporation, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of November, 1986.



Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission Expires: May 16, 1990

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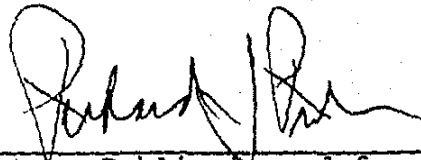
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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK         )

On this 18th day of November, 1986, before me personally appeared ANTHONY JARIABKA and JAMES STRUCK, to me personally known, who being by me duly sworn, said that they are the partners of J&S Associates, a general partnership organized and existing under the laws of the State of Illinois, whose signatures appear on the foregoing instrument, and they acknowledged that the execution of the foregoing instrument was their free act and deed.



\_\_\_\_\_  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My commission expires: MAY 16, 1990

Notary of Cook County Clerk's Office

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## EXHIBIT A

### DESCRIPTION OF LAND

LOTS 6, 7 AND THAT PART OF LOT 8 IN 53 PARK OF COMMERCE, BEING A SUBDIVISION OF PARTS OF GOVERNMENTS LOT 1 AND 2 IN THE WEST  $\frac{1}{2}$  OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 0 DEGREES 14 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 34.04 FEET TO A POINT; THENCE NORTH 89 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 310.71 FEET TO A POINT ON INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF VENTURA DRIVE; THENCE NORTH WEST 21.95 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 576 FEET TO THE NORTH WEST CORNER OF LOT 8; THENCE NORTH 88 DEGREES 00 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF LOT 8 A DISTANCE OF 312.32 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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off, counterclaim, abatement or otherwise and during the Lease Term the Lessee (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for in Section 5.3 hereof, (ii) will perform and observe all of its other agreements contained in this Lease and (iii) will not terminate the Lease Term for any cause including, without limiting the generality of the foregoing, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Illinois or any political subdivision of either, or any failure of the Lessor to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the Lessor from the performance of any of the agreements on its part herein contained; and in the event the Lessor shall fail to perform any such agreement on its part, the Lessee may institute such action against the Lessor as the Lessee may deem necessary to compel performance, provided that no such action shall (i) violate the agreements on the part of the Lessee contained in the first sentence of this Section 5.5 or (ii) diminish the amounts required to be paid by the Lessee pursuant to Section 5.3 hereof. The Lessee may, however, at its own cost and expense and in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Lessor hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding if the Lessee shall so request.

## ARTICLE VI

## MAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance, Repair, and Alteration of the Project; Liens; Compliance with Orders, Ordinances, etc. Until the principal installments of and interest on the Bond has been fully paid and all other amounts due under the Agreement, the Bond Purchase Agreement, the Mortgage, the Guaranty Agreements or the Assignment have been paid in full, the Lessee agrees that it will, at its own expense: (i) keep the Project in as reasonably safe condition as its operations shall permit; (ii) keep the Project in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof;

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(iii) not create or permit to be created or remain, and will promptly discharge, all liens, security interests, encumbrances and charges on the Project or any part thereof (except Permitted Encumbrances), exhibiting satisfactory discharge of same to the Lessor and the Bank; (iv) comply with all present and future laws, ordinances, orders, decrees, rules, regulations and requirements of every duly constituted governmental entity, authority, commission and court and the officers thereof of which the Lessee has notice and the failure to comply with which would materially and adversely affect the Project, or the use, occupancy or condition thereof; (v) not make any alterations, additions, modifications or improvements to the Project in excess of \$25,000 or which would materially and adversely affect the Project, or the use, occupancy or condition thereof, without the prior written consent of the Lessor, with the exception that the Lessee at its own expense may from time to time make any alterations, additions, modifications or improvements to the Project which cost less than \$25,000, as it shall deem desirable for its business purposes so long as such alterations, additions, modifications or improvements do not materially and adversely affect the Project, or the use, occupancy or condition thereof, provided, that any alterations, additions, modifications or improvements made by the Lessee shall be located wholly within the boundary lines of the Land, shall become part of the Project and shall be subject to the lien of the Mortgage, and provided further that any alterations, additions, modifications or improvements to the Project, to the extent that such property constitutes personal property and is not a fixture, shall be the sole property of the Lessee free from the interest of the Lessor, the Issuer and the Bank under this Lease, the Agreement and the Mortgage; and (vi) promptly notify the Lessor and the Bank of any damage to or destruction of the Project, any pending or threatened proceedings for the taking (by eminent domain or otherwise) of any part thereof, any notice from any governmental authority alleging violation of any building code, zoning ordinance or other governmental requirement, or any other event or condition which might materially and adversely impair, affect or reduce the integrity of the Project, or its intended use or value.

The Lessee hereby acknowledges that the Lessor is obligated under Section 2.3 of the Mortgage to undertake the duties described above, and the Lessee hereby assumes those obligations and duties of the Lessor thereunder.

Section 6.2. Taxes, Charges and Assessments. The Lessee covenants and agrees to pay, when the same shall become due or payable:

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(a) all legally assessed taxes and charges on account of the ownership, use, occupancy or operation of the Project, including but not limited to all sales, use, occupation, real and personal property taxes, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against the Project or on account of either the Lessor's or the Lessee's use or occupancy thereof or the activities conducted thereon or therein; and

(b) all taxes, assessments and impositions, general and special, ordinary and extraordinary, of every name and kind, which shall be lawfully taxed, levied, imposed or assessed upon all or any part of the Project, or the interest of the Lessor or the Lessee therein.

If under applicable law any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the Lessee may exercise such option.

Nothing contained herein shall be deemed to constitute an admission by the Lessee that the Lessee is liable for any tax, charge, fee, rate, imposition or assessment, other than rental payments and other specific amounts payable hereunder.

To prevent default hereunder, the Lessee shall pay in full under protest, in the manner provided by statute, any tax or assessment which the Lessee may desire to contest.

The Lessee hereby acknowledges that the Lessor is obligated under Section 2.5 of the Mortgage to undertake the duties described above, and the Lessee hereby assumes those obligations and duties of the Lessor thereunder.

Section 6.3. Insurance Required. During the Lease Term, the Lessee shall keep the Project continuously insured against such risks as are customarily insured against by businesses of like size and type in the State of Illinois, paying as the same become due all premiums in respect thereto. The Lessee hereby acknowledges that the Lessor is obligated to maintain insurance on the Project under Section 2.11 of the Mortgage, and the Lessee hereby assumes those obligations and duties of the Lessor thereunder.

The Lessee hereby acknowledges that the Lessor is obligated under Section 3.1 of the Mortgage, to undertake certain steps in the event of damage to or destruction of the Project, and the Lessee hereby covenants and agrees to take any and all actions necessary to enable the Lessor to fulfill its obligations under Section 3.1 of the Mortgage.

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Section 6.4. Condemnation. In the event that title to, or the temporary use of, the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make all payments specified in Section 5.3 hereof. The Lessee, the Lessor and the Bank will cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings, to be paid to and held by the Bank in a separate trust account, to be applied in one or more of the ways as shall be directed in writing by the Lessor pursuant to Section 3.2 of the Mortgage; provided, that if the Lessor elects to prepay the Note pursuant to Section 3.2(b) of the Mortgage, the amounts so used to prepay the Note shall be considered to be prepayments of rents due hereunder, as set forth in Section 8.2 hereof.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of the Lessee and the Bank.

Section 6.5. Condemnation of Lessee-Owned Property. The Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or takings of its own property not included in the Project.

## ARTICLE VII

### SPECIAL COVENANTS

Section 7.1. No Warranty of Condition or Suitability by the Lessor. The Lessor makes no warranty, either express or implied, as to the condition of the Project or any part thereof or that it will be suitable for the Lessee's purposes or needs.

Section 7.2. Lessor's, Issuer's and Bank's Right of Access to the Project. The Lessee agrees that the Lessor, the Issuer, the Bank and their or any of their duly authorized agents shall have the right at all reasonable times, to enter upon the Project and examine and inspect the Project.

Section 7.3. Lessee to Remain in Possession and Occupancy of the Project. During the Lease Term hereof, the Lessee shall remain in possession and occupancy of the Project. If the

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Lessee fails to remain in possession and occupancy of the Project for a consecutive period of 90 days or more, the same shall be deemed to constitute an Event of Default under Section 9.1 hereof, and the Lessor or the Bank may exercise any remedies either may have under Article IX hereof.

Section 7.4. Granting of Easements. It is recognized and agreed that the Lessor may at any time or times grant easements, licenses, rights of way, and other rights or privileges with respect to property constituting the Project, or the Lessor may release existing easements, licenses, rights-of-way and other rights and privileges with respect to property constituting the Project, provided such grant or release will not impair the effective use or interfere with the operation of the Project as intended by the Agreement and this Lease. The Lessee agrees that it shall execute and deliver to the Lessor any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the Authorized Land Trust Representative requesting the Lessee's execution and delivery of the instrument; and (iii) a certificate executed by an Independent Engineer stating that the grant or release will not impair the effective use or interfere with the operation of the Project.

Section 7.5. Release and Indemnification Covenants; Mortgage Obligations. The Lessee releases the Lessor from and covenants and agrees that the Lessor shall not be liable for, and agrees to indemnify and hold the Lessor, the Bank, the Bondholders and the Issuer (as provided in Section 5.2 of the Agreement) harmless against, any loss or damage to property or any injury to or death of any person occurring on or about or resulting from any defect in the Project, provided, that the indemnity shall not be effective for damages that result from gross negligence or intentional acts on the part of the indemnified parties.

The Lessee hereby agrees to pay all charges and amounts payable by the Lessor, as mortgagor under the Mortgage, and the Lessor, as borrower under the Agreement, and to perform all duties, covenants and obligations required of the Lessor thereunder.

The Lessee will indemnify and hold the Lessor free and harmless from any loss, claim, damage, tax, penalty, liability, disbursement, litigation expense, reasonable attorneys' fees and expenses or court costs arising out of, or in any way relating to, this Lease, the Bond, the Agreement, the Mortgages, the Guaranty Agreements, the Assignment, the Assignment of Beneficial Interest or any other cause whatsoever pertaining to the Project.

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Section 7.6. Tax Exempt Status of the Bond. The Lessee and the Lessor covenant and agree that they, and each of them, will not take or permit any action to be taken reasonably within their respective control which results in interest paid on the Bond to be included in federal gross income of the owner thereof other than a Substantial User of the Project or a Section 147 Related Person related thereto for purposes of federal income taxation and will perform and comply with all covenants, agreements, terms and provisions of Section 5.8 of the Agreement.

The Lessee covenants and represents that (i) the proceeds of the Bond are to be used with respect to facilities to be located in the Village of Arlington Heights, Illinois, (ii) the Lessee and the Beneficiary will be the only Principal Users of the facilities to be acquired and constructed with the proceeds of the Bond and (iii) there are no outstanding obligations of any state, territory or possession of the United States, or any political subdivision of the foregoing or the District of Columbia constituting "exempt small issues" within the meaning of the Regulation, the proceeds of which have been or are to be used primarily with respect to facilities located in the Village of Arlington Heights, Illinois (or outside the Village of Arlington Heights, Illinois but "contiguous" thereto or integrated therewith within the meaning of the Regulations) and which are used or are to be used by the Lessee or the Beneficiary (including any Section 144 Related Person related to any of them) other than the Bond.

The Lessee further covenants that the Lessee does not presently intend to make any capital expenditures which will cause the interest on the Bond to become subject to federal income taxes pursuant to the provisions of Section 144 of the Code so long as the Bond is outstanding under the Bond Purchase Agreement.

The Lessee further covenants that the Lessor shall furnish to the Lessor, the Issuer and the Bank (i) at the time of the issuance of the Bonds a statement of the aggregate amount of capital expenditures (other than those to be paid or reimbursed out of the proceeds of the Bond) made or incurred with respect to facilities ("Included Capital Expenditures") during the period beginning three (3) years before the date of such issue, (ii) within thirty (30) days after the Land Trust, the Beneficiary or the Lessee or a Section 144 Related Person has made or incurred the maximum amount of capital expenditures which are capital expenditures permitted under Section 144(a)(4) of the Code, a statement to that effect and (iii) a copy of supplemental statements listing by date and amount any included Capital Expenditures (other than those mentioned in Section 144(b)(4)(C) of the Code, which shall be reported by the Land Trust to the Bank

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by means of a report containing a brief description of such capital expenditures and a statement of the reason for excluding such capital expenditures) during the three-year period beginning as of the date of issuance of the Bonds. Each such statement shall set forth a description of those capital expenditures which are capital expenditures under Section 144(a)(4)(A)(ii) of the Code and shall take into account facilities referred to in Section 144(a)(4)(B) of the Code in computing such capital expenditures.

#### ARTICLE VIII

##### ASSIGNMENT AND SUBLEASING; RENT PREPAYMENT AND ABATEMENT

Section 8.1. Assignment and Subleasing. This Lease may not be assigned in whole or in part, and the Project may not be subleased as a whole or in part, by the Lessee without the consent of the Bank and receipt by the Bank of an opinion of nationally recognized Bond Counsel to the effect that such assignment will not adversely effect the tax exempt status of interest on the Bond.

Section 8.2. Installation of Lessee's Own Machinery and Equipment; Lessor's Lien Thereon. The Lessee may from time to time, in its sole discretion and at its own expense, install machinery and equipment in or on the Project. All machinery and equipment so installed by the Lessee shall remain the sole property of the Lessee in which the Lessor and the Bank or any owner of the Bond shall have no interest. The Lessee agrees to pay when due the purchase price of and all costs and expenses with respect to the acquisition and installation of any machinery and equipment installed by it pursuant to this Section 8.2.

Section 8.3. References to Bond Ineffective After Bond is Paid. Upon payment in full of the Bonds and the payment of all other amounts due under the Agreement, the Mortgage, the Guaranty Agreements and the Assignment, all references in this Lease to the Bond, the Issuer and the Bank shall be ineffective and the Issuer, the Bank and any other owner of the Bond shall thereafter have no rights hereunder, saving and excepting those that shall have theretofore vested.

#### ARTICLE IX

##### EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

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(a) Failure by the Lessee to pay the rents required to be paid under Section 5.3 hereof at the times and in the manner specified herein.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of ten days after written notice specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor or the Bank.

(c) The filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift an execution, garnishment or attachment of such consequence as will impair, weaken or lessen its ability to carry on its obligations hereunder, or an order for relief under Title 11 of the United States Code, as amended from time to time, is entered against the Lessee or if a petition or answer proposing the entry of an order for relief under Title 11 of the United States Code, as amended from time to time, or the reorganization, arrangement, assignment for the benefit of creditors or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court against the Lessee and such petition or answer shall not be discharged within 60 days after the filing thereof, or if the Lessee shall fail generally to pay its debts as they become due, or a custodian (including, without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Lessee) shall be appointed for or take possession of all or a substantial part of the property of the Lessee and shall not be discharged within 60 days after such appointment or taking possession, or if the Lessee shall consent to or acquiesce in such appointment or taking possession, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors.

(d) Any warranty, representation or other statement by or on behalf of the Lessee contained in this Lease, or in any instrument furnished in compliance with or in reference to this Lease is false or misleading in any material respect.

(e) An "Event of Default" shall occur and be continuing under the Agreement.

Section 9.2. Remedies on Default. Whenever any event of default referred to in Section 9.1 hereof shall have happened

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and be continuing, the Lessor or the Trustee may, to the extent permitted by law, take any one or more of the following remedial steps:

(a) The Lessor, with the prior written consent or at the direction of the Bank, or the Bank, may declare all unpaid rental payments payable under Section 5.3 hereof, or any portion thereof, to be immediately due and payable, whereupon the same shall become immediately due and payable. The term "all unpaid rental payments" shall mean an amount at least equal to the principal installments of the Bond then outstanding and interest accrued thereon and to accrue thereon to the date of receipt or to become due hereunder and any unpaid fees and expenses of the Lessor, the Issuer and the Bank, if any, relating to the Bond which are then or will become due prior to the time that the Bond is paid in full, together with all unpaid rent and other sums owing by the Lessee to the Lessor.

(b) The Lessor, with the prior written consent or at the direction of the Bank, or the Bank, may re-enter and take possession of the Project without terminating this Lease, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts actually paid by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder.

(c) The Lessor, with the prior written consent or at the direction of the Bank, or the Bank, may take any action at law or in equity as may appear necessary or desirable to collect the rental payments then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

Any amounts collected pursuant to any action taken under this Section shall, after payment of expenses of collection, be paid to the Bank and immediately applied to the payment of the Bond plus all other amounts due under the Mortgage, the Agreement, the Guaranty Agreements and the Assignment or, if all amounts due on the Bond have been fully paid and all other amounts payable by the Lessor in connection with the Bond have been fully paid, then to the Lessor.

The Lessor hereby covenants and agrees that it shall not exercise any right or remedy hereunder or take any other action hereunder without the prior written consent of the Bank and that it will exercise all rights and remedies hereunder upon receipt of such written consent.

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Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor or the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Lessor hereunder shall also extend to the Bank, on behalf of any owner of the Bank, and the Bank shall be entitled to the benefit of all covenants and agreements herein contained.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event an event of default set forth in this Lease should occur and the Lessor or the Bank should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the Lessor or to the Bank, as the case may be, the reasonable fee or fees of such attorneys and such other expenses so incurred by the Lessor or the Bank.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows: if to the Lessor, at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: Trust Number 66-5426; if to the Lessee, at 2251 South Foster Avenue, Wheeling, Illinois 60090, Attention: Mr. Anthony Jariabka; if to the Bank, at One South Northwest Highway, Park Ridge, Illinois 60068, Attention: W. Bradley Stetson; and if to the Issuer, at Two North LaSalle Street, Suite 780, Chicago, Illinois 60602,

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Attention: Executive Director. A duplicate copy of each notice, certificate or other communication given hereunder by either the Lessor or the Lessee to the other shall also be given to the Bank. The Lessor, the Lessee, the Bank and the Issuer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective successors and assigns.

Section 10.3. Severability and Governing Law. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Lease shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

Section 10.4. Amendments, Changes and Modifications. Subsequent to the initial issuance of the Bond and prior to payment in full of all principal installments thereof and interest thereon (or provision for the payment thereof having been made in accordance with the provisions of the Agreement), this Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bank, which consent shall not be withheld unreasonably.

Section 10.5. Execution Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6. Net Lease. This Lease shall be deemed and construed to be a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or set-off other than those herein expressly provided.

Section 10.7. Subordination of Lease. Any inconsistency between the provisions of this Lease and the provisions of the Agreement, the Mortgage, the Assignment, the Assignment of Beneficial Interest or the Guaranty Agreements shall be resolved in favor of the provisions of the Agreement, the Mortgage, the Assignment, the Assignment of Beneficial Interest or the Guaranty Agreements. This Lease and the rights and privileges hereunder of the parties hereto are specifically made subject and subordinate to (1) the Mortgage, and (2) the rights and privileges of the Issuer and the Bank as set forth in the Agreement, the

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Assignment of Lease Payments, and the Assignment of Beneficial Interest.

Section 10.8. Lessor's Exculpatory Clause. This Lease is executed by Citizens Bank & Trust Company, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Citizens Bank & Trust Company, hereby warrants that it possesses full power and authority to execute this Lease), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Citizens Bank & Trust Company personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such personal liability, if any, being expressly waived by the Lessee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Citizens Bank & Trust Company personally is concerned, the owner or owners of any indebtedness accruing hereunder shall look solely to the Project for the payment thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce any other security given for said indebtedness.

Section 10.9. Beneficiary's Obligations. To the extent that representations, covenants, certifications, agreements, obligations and warranties are made by the Land Trust herein, the parties hereto understand that same are made by and compliance and observance of same will be performed by the Beneficiary, or to the extent directed by the Beneficiary, with proper indemnification of Citizens Bank and Trust Company, as Trustee of the Land Trust, by the Land Trust. By signing the attached Agreement of Beneficiary, the Beneficiary has agreed to perform, comply with and observe such representations, covenants, certifications, agreements, obligations and warranties or to direct the Land Trust to do so.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed

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and attested by their duly authorized officers, all as of the date first above written.

CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED May 29, 1986 AND KNOWN AS TRUST NUMBER 66-5426

(SEAL)

By *Nina H. Hullman*  
Its TRUST OFFICER

Attest:

*[Signature]*  
Its \_\_\_\_\_

DYNAPACE CORPORATION

(SEAL)

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

Its \_\_\_\_\_

Properly Filed  
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and attested by their duly authorized officers, all as of the date first above written.

CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED May 29, 1986 AND KNOWN AS TRUST NUMBER 66-5426

(SEAL)

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

Its \_\_\_\_\_

DYNAPACE CORPORATION

(SEAL)

By Anthony J. Jurek  
Its PRESIDENT

Attest:

Anton S. Jurek  
Its SECRETARY

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AGREEMENT OF BENEFICIARY

The undersigned, Anthony Jariabka and James Struck, as the general partners (the "Partners") of J&S Associates, an Illinois general partnership which is the sole beneficiary (the "Beneficiary") of Trust Number 66-5426 created and established at Citizens Bank & Trust Company as aforesaid (the "Land Trust") and as the holders of the power of direction thereunder, hereby expressly warrant and represent that they have authorized and directed the Land Trust to enter into the attached Lease (the "Lease") on behalf of the Land Trust and the undersigned Partners of the Beneficiary. The undersigned Partners of the Beneficiary hereby expressly acknowledge all of the representations and warranties made by the Land Trust in the Lease to be true and correct, and hereby approve all the terms, provisions and conditions of the Lease. The undersigned Partners of the Beneficiary further covenant and agree to execute all documents, instruments, letters of direction, notices, reports, acceptances, receipts, consents, waivers, affidavits and certificates and to take all actions (including the provision of necessary funds) within their control as holders of the powers of management, control and direction of the Land Trust to enable the Land Trust to perform all of its obligations, covenants and agreements contained in the Lease.

J&S ASSOCIATES

By Anthony Jariabka  
Anthony Jariabka, Partner

Witness:

Donna J. Struck

By James F. Struck  
James Struck, Partner

Witness:

Debra Helow

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

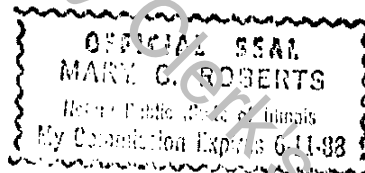
On this 17th day of November, 1986, before me personally appeared Nina H. Hultman and Stephen M. Torrow to me personally known, who being by me duly sworn, say that they are the Trust Officer and Assistant Secretary of CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED May 29, 1986 AND KNOWN AS TRUST NUMBER 66-5426, a corporation duly organized and validly existing under the laws of the State of Illinois, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary C. Roberts  
Notary Public  
in and for Cook County, Illinois

(SEAL)

My commission expires:

6-11-88



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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

On this 18th day of November, 1986, before me personally appeared Anthony Jariabka and Anton Jariabka, to me personally known, who being by me duly sworn, say that they are the President and Secretary, respectively, of DYNAPACE CORPORATION an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Rudie M. Kocanda*  
\_\_\_\_\_  
Notary Public

in and for Cook County, Illinois

(SEAL)

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP OCT 1, 1988  
ISSUED THRU ILL. NOTARY ASSOC.

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11/11/11

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 18th day of November, 1986, before me personally appeared ANTHONY JARIABKA and JAMES STRUCK, to me personally known, who being by me duly sworn, said that they are the general partners of J&S Associates, an Illinois general partnership whose signatures appear on the foregoing instrument, and they acknowledged that the execution of the foregoing instrument was their free act and deed.



\_\_\_\_\_  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission expires: MAY 16, 1990

Notary Public in and for Cook County Clerk's Office

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## EXHIBIT A

### DESCRIPTION OF LAND

LOTS 6, 7 AND THAT PART OF LOT 8 IN 53 PARK OF COMMERCE, BEING A SUBDIVISION OF PARTS OF GOVERNMENTS LOT 1 AND 2 IN THE WEST 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 0 DEGREES 14 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 34.04 FEET TO A POINT; THENCE NORTH 89 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 310.71 FEET TO A POINT ON INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF VENTURA DRIVE; THENCE NORTH WEST 21.95 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 576 FEET TO THE NORTH WEST CORNER OF LOT 8; THENCE NORTH 88 DEGREES 00 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF LOT 8 A DISTANCE OF 312.32 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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2012-01-10 10:00 AM

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EXHIBIT B

ADDITIONAL RENT

\$ -0- per month

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4/11/2014