

ASSIGNMENT AND AGREEMENT**87481978**

THIS ASSIGNMENT AND AGREEMENT (the "Assignment"), dated as of July 1, 1987 between the Village of McCook, a municipality of the State of Illinois organized and existing under the laws of the State of Illinois (the "Issuer"), and Gem Industries Financial Corp., a Delaware corporation (the "Assignee").

1. The Issuer hereby assigns and pledges to the Assignee and its successors and assigns, as security for the due and punctual payment of the principal of, and interest on the \$1,085,000 Economic Development Revenue Bonds (Accurate Project) (the "Bonds") issued by the Issuer pursuant to Ordinance No. 87-6 adopted by the Board of Trustees of the Issuer on August 17, 1987 (the "Bond Ordinance"), the proceeds of which Bonds are to be loaned for the financing of the Project described in the Loan Agreement and located on the Project Site (legally described in Exhibit A attached hereto) [all terms used herein and not defined herein shall have the meanings given to them in the Loan Agreement]:

(a) Loan Agreement dated as of July 1, 1987 by and between the Issuer and the Borrower (together with the Note in the form appended thereto herein called the "Loan Agreement") (except any payment made pursuant to Section 6.5 of the Loan Agreement relating to indemnification of the Issuer).

(b) Note in the amount of \$1,085,000.

(c) Any lease agreement (that is, any lease or any management agreement, license or other agreement having the effect of the foregoing, in connection with all or any part of the Project as may be in effect from time to time.

(d) Mortgage and Security Agreement dated as of July 1, 1987 (the "Mortgage") from Borrower to the Issuer.

2. The Assignee acknowledges receipt of an executed counterpart of the Loan Agreement and the Mortgage and a certified copy of the Bond Ordinance and agrees to hold and disburse all funds which it may receive pursuant to the Loan Agreement, the Mortgage and the Bond Ordinance in accordance with the applicable provisions thereof. The Assignee accepts its responsibilities with respect to the Acquisition and Construction Fund specified in Section 5 of the Bond

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Ordinance and the Bond Fund as specified in Section 7 of the Bond Ordinance. Disbursements from the Acquisition and Construction Fund and Bond Fund shall only be made in accordance with the applicable provisions of the Loan Agreement, the Mortgage and the Bond Ordinance. The Assignee further agrees to perform such other duties and obligations as are specifically set forth herein and in the Loan Agreement, the Mortgage and the Bond Ordinance. It is understood that the Borrower shall be solely responsible for, unless otherwise in writing agreed that the Assignee shall be responsible for, the investment directions, the computations or the payments, if any, required by Section 148(f) of the Internal Revenue Code of 1986, as amended. In the performance of its duties and obligations hereunder, the Assignee may rely on and shall be protected in acting or refraining from acting on any instrument believed by the Assignee to be genuine and to have been filed or presented by the proper party or parties. The Assignee shall not be liable for any action taken or omitted to be taken by the Assignee in good faith and believed by the Assignee to be authorized hereby or by the Loan Agreement, the Mortgage or the Bond Ordinance, nor for any action taken by the Assignee upon the advice of its legal counsel.

3. The Issuer and the Assignee agree that the assignments made hereby shall not subject the Assignee to, or transfer, or pass or in any way affect or modify, any obligations of the Issuer under the Loan Agreement, the Mortgage, or any lease, it being understood and agreed that all such obligations of the Issuer, if any, shall be and remain enforceable only against the Issuer. This Assignment is given solely for the purpose of securing the obligations of the Issuer referred to in Section 1 hereof and to better assure the exemption from federal income taxation of the interest on the Bonds, including without limitation in respect to the limited, restricted or prohibited uses described in Sections 144(a)(8), 144(a)(10), 144(a)(11), 147(c), 147(e), and 150(b)(4) of the Code.

4. The Assignee shall promptly apply amounts available therefor in the Bond Fund to the payment or prepayment of principal and interest on the Bonds in the manner contemplated by the Bond Ordinance. The Assignee is hereby authorized and directed to maintain adequate records concerning any receipts or disbursements in connection herewith.

5. The Issuer represents and warrants that the rights of the Issuer under the Loan Agreement and the Mortgage assigned hereby are owned by the Issuer, free and clear of any lien, charge, mortgage, pledge, security interest or encumbrances, except Permitted Encumbrances, as therein defined.

6. If an event of default under the Loan Agreement or the Mortgage shall occur and be continuing, the Assignee, without obligation to resort to any other security, at its own expense or the expense of the Borrower, shall have the right at any time and from time to time, in its sole discretion, with written notice to 100% of the Bondholders if the Assignee is not the registered owner of 100% of the Bonds at the time, to enforce any of the rights and remedies specified in the Loan Agreement, and the Mortgage, pledged and assigned hereunder, and to take any and all action which, in the judgment of the Assignee, is necessary or appropriate to enforce the rights of the Issuer in respect of its interests in the moneys payable under the Loan Agreement and the Mortgage. Upon any such enforcement of rights under the Loan Agreement and the Mortgage, after deducting all costs and expenses of every kind of the Assignee and the Issuer, including attorney's fees, from the proceeds of any recovery, the Assignee shall apply any residue to the payment of any liabilities of the Issuer on the Bond, all as provided in the Bond Ordinance. The balance, if any remaining after payment in full of all of the liabilities of the Issuer on the Bond shall be paid to the Borrower or its order.

7. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity.

8. During the term of this Agreement, unless compliance shall have been waived in writing by the Assignee, the Issuer agrees:

(a) it will deliver to the Assignee copies of any documents delivered to or received from the Borrower under the Loan Agreement and the Mortgage; and

(b) it will not consent to or agree to any modifications of the Loan Agreement or the Mortgage or waive any of the terms thereof without the prior written consent of the Assignee, and 100% of the Bondholders if the Assignee is not the registered owner of 100% of the Bonds at the time.

9. Notwithstanding the foregoing provisions of this Agreement, the Assignee understands and agrees that the obligations of the Issuer to make payments of principal and interest on the Bonds are limited obligations of the Issuer payable solely and only out of the receipts to be derived by the Issuer under the Loan Agreement, and not otherwise, and that the Bonds and the obligation to pay interest thereon do not constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or of any political subdivision thereof, or a charge against their general

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credit or taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois. The Issuer has undertaken no payment or computing obligations in respect of Section 148(f) of the Code.

10. No delay on the part of the Assignee in exercising any of its options, powers or rights, or any partial or single exercise thereof, shall constitute a waiver thereof.

11. The Issuer agrees that it will from time to time at the Assignee's reasonable request, execute and deliver such instruments of further assurance with respect to the assignment, pledge and security interest provided for in this Agreement as the Assignee may specify. Upon request of the Assignee, the Issuer agrees to execute and file or cause to be filed financing statements under the Uniform Commercial Code of Illinois or any other document the filing of which, in the judgment of the Assignee, is necessary or desirable to establish and protect its security interest in such revenues and receipts and the rights of the Issuer under the Loan Agreement, any Lease Agreement or lease, and the Mortgage, assigned to the Assignee pursuant to this Agreement. Upon the payment in full of the principal and interest on the Bonds, the Assignee will cause the Bonds to be cancelled. Upon the termination of this Agreement, the Assignee will execute and deliver to the Issuer all releases and other instruments reasonably requested by the Issuer for the purpose of evidencing the release and discharge of the liens and security interests evidenced by this Agreement.

12. Any notice or demand upon the Issuer or the Assignee shall be deemed to have been sufficiently given or served for all purposes thereof if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Issuer at the Village of McCook, 50th Street & Glencoe Avenue, McCook, Illinois 60525, Attention: Clerk, and to the Assignee at Gem Industries Financial Corp., 314 Main Street, Gardner, Massachusetts 01440-400, such other address as the Issuer or Assignee may designate in writing to the other.

13. This Agreement is made for and shall inure to the benefit of the holders and owners from time to time of all or any part of the Bonds.

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14. This Agreement, including the rights, duties and obligations of the Assignee hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois.

VILLAGE OF Mc COOK, ILLINOIS

By Emil T. Sergo
Emil T. Sergo, Mayor

Attest:
Charles Sobus
Charles Sobus, Clerk

(SEAL)

ASSIGNEE:

GEM INDUSTRIES FINANCIAL CORP.

By W. J. Lombardi
Its President

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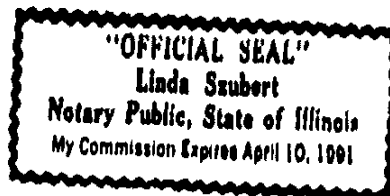
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day 24th of August, 1987, before me personally appeared Emil T. Sergo and Charles Sobus, to me personally known, who being by me duly sworn, say that they are the Mayor and Village Clerk of the Village of McCook, Illinois, that one of the seals affixed to the foregoing instrument is the official seal of said Village of McCook, that said instrument was signed and sealed on behalf of said Village of McCook by authority of its governing body, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Village of McCook.

Leona Hubert
Notary Public

(SEAL)



87-181978

ALCOHOL

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On the 26th day of August, 1987, the undersigned, a Notary Public in and for said County, does hereby certify that before me personally appeared James H. Kelly personally known to me to be the same person who executed the within instrument, who, being by me duly sworn deposes, acknowledges and says: that (s)he is ~~the~~ President of Gem Industries Financial Corp., a Delaware corporation, described in and which executed the foregoing instrument; that (s)he knows the seal of said bank; that said instrument was signed and sealed by such person as such officer of and on behalf of said bank; and the said bank acknowledged the execution of said instrument to be the free and voluntary act and deed of said bank by it freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official

(SEAL)

Nicola C. Suchocki

Notary Public



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EXHIBIT A

Description of Project Site

That part of the East 5 acres of that part of the East 1/2 of the North East 1/4 of Section 11, Township 38 North, Range 12 East of the Third Principal Meridian, lying South of Joliet Road (laid out by plat recorded as Document 9648194) and North of the 18 foot right of way of the Chicago and Illinois Western Railroad (the Northerly line of which right of way is the Northerly line of the land conveyed to said Railroad Company by deed recorded as Document 10718075); excepting therefrom the part thereof lying South of a line drawn from a point in the West boundary of said 5 acres which is 542.18 feet North of the South West corner of said 5 acres, measured along said West Boundary (said line forming an angle of 89 degrees 54 minutes, measured from South to East and being 2.0 feet South of 3.0 feet North of concrete foundations of existing metal clad buildings) to a point in the East boundary of said 5 acres which is 446.88 feet North of the South East corner thereof; situated in Cook County, Illinois.

Property Address: 8000 Joliet Road
McCook, Illinois 60525

Permanent Index No: 18-11-203-015

DEPT-31 RECORDING
181111 TRAN 9900 09/01/87 15:23:00
#6498 #A *-07-481978
COOK COUNTY RECORDER

BOX 62

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