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\$21.00

ASSIGNMENT OF LEASES AND RENTS

FOR VALUE RECEIVED, the undersigned, ROGER E. JENSEN and BETTY J. JENSEN (Assignors), hereby assign, transfer, and set over to MARQUETTE BANK MINNEAPOLIS, NATIONAL ASSOCIATION, a United States corporation (hereinafter called the "Assignee"), all interest of Assignors in the lease (or extensions or renewals thereof) described in the schedule set forth on Exhibit A herein between the Assignors as lessor, and the lessee named in said schedule (hereinafter called "Lessee"), and all future leases (all such present and future leases are collectively referred to herein as the "Leases"), demising and leasing all or portions of the real property legally described on Exhibit B attached hereto and made a part hereof (the "Premises"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of Lessee's obligations under the Leases.

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1.) **Assignee's Rights** - The Assignors do hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignors' rights in and under the Leases as the Assignors might have pursued but for this assignment.

2.) **Assignors' Representations and Warranties** - Assignors represent and warrant that:

- (01) The Leases are in full force and effect;
- (02) They have not heretofore assigned or pledged the same or any interest therein;
- (03) No default exists on the part of the Lessee, or the Assignors, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements contained in the Leases;
- (04) Assignors know of no condition that could cause a default on the part of the Lessee or Assignors;
- (05) No rent has been paid by the Lessee for more than one installment in advance;
- (06) The payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignors; and

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(07) No security deposit has been made by Lessee under the Leases except as shown on Exhibit A.

### 3.) Assignors' Covenants - Assignors agree:

(01) That the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;

(02) That they will not transfer or convey the fee title to the Premises to the Lessee without requiring the Lessee to assume and agree in writing to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Note and Mortgage hereinafter described;

(03) Not to terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

(04) Not to collect any of the rent, income and profits arising or accruing under the Leases in advance of the time when the same become due under the terms thereof;

(05) Not to discount any future accruing rents;

(06) Not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder except, subject hereto, to a purchaser of the Premises;

(07) To perform all of Assignors' covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of the Lessee, or any right of the Lessee to withhold payment of rent;

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(08) To give prompt notices to the Assignee of any notice of default on the part of Assignors with respect to the Leases received from the Lessee thereunder, and to furnish Assignee with complete copies of said notices;

(09) If so requested by the Assignee, to enforce the Leases and all remedies available to the Assignors against the Lessee, in case of default under the Leases by the Lessee;

(10) That none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

(11) That, notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the Premises, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof, until the indebtedness secured hereby is repaid in full;

(12) Not to alter, modify or change the terms of any guaranties of the Leases or cancel or terminate such guaranties without the prior written consent of the Assignee;

(13) Not to consent to any assignments of the Leases, or any subletting thereunder, except in accordance with their terms, without the prior written consent of the Assignee; and

(14) Not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance, other than the Mortgage, now or hereafter affecting the premises.

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## 4.) Assignment as Security -

(01) This assignment is given as additional security for the payment of a note of even date herewith, in the principal sum of \$709,000 (the "Note"), held by the Assignee, and all other sums secured by a Mortgage and Security Agreement (herein referred to as the "Mortgage") of even date herewith from Assignors to Assignee, as Mortgagee, encumbering the Premises. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

(02) Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignors in and to the Leases shall by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignors. Assignors hereby irrevocably appoint Assignee and its successors and assigns as their agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

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5.) **Assignee Not Liable** - In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignors. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Assignors hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignors shall reimburse the Assignee therefor immediately upon demand.

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6.) **Collateral Assignment** - Although it is the intention of the parties that this instrument shall be a present assignment, the Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Mortgage. But upon the occurrence of any Event of Default, the Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessee to pay all such amounts to the Assignee without proof of the Event of Default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any Event of Default under this Assignment or the Mortgage has actually occurred or is then existing.

7.) **Miscellaneous** -

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(01) This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

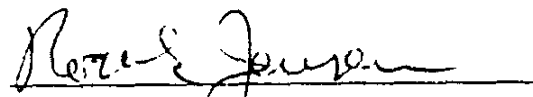
(02) This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.

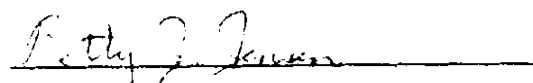
(03) This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignors," "Assignee," and "Lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

(04) The grace period and notice provisions of the Mortgage shall be applicable to any default hereunder.

(05) All of the rights, powers, privileges and immunities granted and assigned to the Assignee herein shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

Dated: November 13, 1987

  
Roger E. Jensen

  
Betty J. Jensen



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STATE OF MINNESOTA)

)ss.

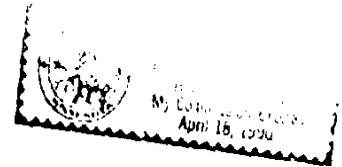
COUNTY OF HENNEPIN)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Roger E. Jensen and Betty J. Jensen, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

GIVEN under my hand and Notarial Seal, this 15th day of November, 1987.

Carol L. Wendt  
Notary Public

*mailing Instructions*  
THIS INSTRUMENT WAS DRAFTED BY:



LARKIN, HOFFMAN, DALY & LINDGREN, Ltd.  
1500 Northwestern Financial Center  
7900 Xerxes Avenue South  
Bloomington, Minnesota 55431  
(AEM)

BOX 333-HV

Tax Permanent Index Number:

*03-23-407-012 HED*  
*2161 Foster Avenue*  
*Wheeling, Ill*

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## EXHIBIT A

### SCHEDULE OF LEASES

Lease dated November 13 , 198<sup>7</sup>, from Assignors, as Lessors, to Septran, Inc., an Indiana corporation, for all of the Premises.

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## EXHIBIT B

### Legal Description of Premises:

LOTS 12, 13, AND 14 IN PALWAUKEE INDUSTRIAL PARK, BEING A  
SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 23,  
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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