## UNOFFICE AND COLLATERAL ASSIGNMENT OF WRAP LEASE

FOR VALUE RECEIVED, and in consideration of certain agreements of Assignee, including the agreements as stated in the Acceptance set forth below, the undersigned, Best-Vend Corp., an Illinois corporation ("Assignor"), does hereby assign, transfer and set over unto Exchange National Bank, a National Banking corporation ("Assignee"), all of the rights, title and interest of Assignor in the lease of laundry room space at the Property Location legally described on Exhibit A attached hereto and made a part hereof (the "lease"). The Lease is more fully described on Exhibit B attached hereto. This Assignment is for collateral purposes only and is subject to all of the terms and conditions of that certain Loan Agreement (ated the 2nd day of March, 1987 by and between Assignor, as Company, and Assignee, as Bank. Assignor represents and warrants to Assignee that it owns the entire interest of lessee under the Lease, that it has full right, power and authority to make this Assignment, and that there are no separate agreements, either written or oral, regarding the tenancy of the lessee under the Lease except as may be noted on Exhibit B attached hereto.

DATED: March 2,/1987

ATTEST

RETURN TO: 1 Steven M. Harris 70 West Erie Street

Suite 400

Chicago, Illinois 60610

BEST-VEND CORP.

ग्रेन्ट्री श्रिवद

### UNOFFICIAL COPY 3 2 3

The undersigned hereby accepts the foregoing Assignment for collateral purposes only and will release said Assignment upon Assignee's full and complete performance of the terms of the aforementioned Loan Agreement and that certain Installment Note dated March 2, 1987 executed by Assigner in favor of Assignee.

In the event of Assignor's default under the terms of the above referenced Loan Agreement and Installment Note, Assignee may resort to any and all remedies available under law including but not limited to taking actual possession of all of the leased premises ("Premise.") as described in Exhibit C or of any part thereof which Assignee is then entitled to take possession personally or by agent or attorney, as for condition broken, and without force and with process of Yaw, enter upon, take and maintain possession of all or any part of said Premises together with all equipment, documents, books, records, papers and accounts relating thereto, and exclude the Assingee, its agent or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior to proper charges on the premises,

or any part thereof, and insure and refinsive the same, and wease

the Premises in such parcels and for such times and on such terms as Assignee may deem fit.

ATTEST:

EXCHANGE NATIONAL BANK OF CHICAGO

Hunter
Roberts Of Cook County Clark's Office 9676

### UNOFFICIAL COPY 8 7 1 3 9 3 2 3

STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

I, Judith L. Newkirk, a notary public, in and for said county in the state aforesaid, do hereby certify that MATTHEW A. SPAGAT and JEROME P. SEIDEN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as President and Secretary of BEST-VEND CORP., an Illinois Corporation, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed 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 official seal this 2nd day of March, 1987.

NOTARY PUBLIC

My commission expires: January 19, 1988

STATE OF ILLINOIS )
) SS
COUNTY OF C O O K )

I, Diana Manheim, a notary public in and for said county in the state aforesaid, do hereby certify that JON KHILE and JAMES J. HASTEN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as Vice-Presidents of EXCHANGE NATIONAL BANK OF CHICAGO, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Bank and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of March, 1987.

i cara de l'or verm NOTARY PUBLIC

My commission expires: February 25, 1990

UNOFFICIAL COPY

#### PARK LANE APARIMENTS

#### LEGAL DESCRIPTION

Lots 1 to 20, both inclusive, in Howard Highlands, Unit Number 2, being a subdivision of part of the North 1/2 of the East I/2 of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in COOK oot County ( COUNTY, ILLINOIS.

Commonly known as: 2011, 2051, 2091 Ash Street; 2010-20, 2040-50, 2080-90 Pine Street, Des Plaines, Illinois 60018.

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#### EXHIBIT B

Description of Assigned Lease

Date of Lease: replember 1, 1954
bate of herse.
Lessor: and Testional Sunk and Inent Company of Cheege as Inested with Trust agreement dated March 16, 1984 as thust Mi 100566
Lessee: Standard Vending Corporation
Commencement of Term: October 2, 1988
Expiration of Term: September 30, 2001
Property: Park Lane ants.  Les Planes De?
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H7139626

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. Exhibit "C"

## MWP LEWES

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