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AND, WHEREAS, the Credit is evidenced by a note of even date herewith (the "Note"), executed and delivered by Assignor to the order of Assignee, and is secured by (i) a Mortgage, Security Agreement and Financing Statement of even date herewith (the "Mortgage") made and executed by Trustee in favor of Assignee, conveying, assigning and mortgaging the Premises and other property appurtenant or incidental thereto and (ii) certain other security documents and instruments (the "Other Security Documents") set forth on Exhibit B attached to and made a part of this Assignment;

AND, WHEREAS, Assignee has made to Assignor, a loan in the principal sum of four million five hundred thousand and no/100 Dollars (\$4,500,000.00) [the "Credit"];

WHEREAS, Trustee and the Corporate Entities are the owners of certain property situated in Kane County, Cook County, McHenry County, and Livingston County, Illinois and more particularly described on Exhibit A attached to and made a part of this Assignment (the "Premises"), subject to the Trust Agreement;

W I T N E S S E T H :

THIS ASSIGNMENT OF LEASES, RENTS, SECURITY DEPOSITS, AND INTERESTS IN GUARANTIES (this "Assignment"), is made as of the 28th day of April, 1987, by and between (i) COLE TAYLOR BANK/MAIN, not personally, but solely as Trustee under that certain Trust Agreement dated July 5, 1979 and known as Trust No. 79-302 and under that certain Trust Agreement dated October 17, 1977 and known as Trust No. 77-366 (said Bank, in its capacity as Trustee under the aforementioned Trusts and not personally, being herein referred to as "Trustee" and said Trust Agreements as the "Trust Agreements") (ii) E.M. MELAHN CONSTRUCTION COMPANY, a Delaware corporation, PRESTRESS ENGINEERING CORPORATION, a Delaware corporation, ROAD MATERIALS CORP., a Delaware corporation, GERTZ-MELAHN ASPHALT CO. INC., a Delaware corporation, SUBURBAN READY MIX CORPORATION, a Delaware corporation, and STANDARD READY MIX CORP., a Delaware corporation (herein collectively referred to as the "Corporate Entities"), Trustee and the Corporate Entities being herein collectively referred to as "Assignor" and (iii) COLE TAYLOR BANK/MAIN, an Illinois banking corporation (said banking corporation being herein referred to as "Assignee").

ASSIGNMENT OF LEASES, RENTS, SECURITY DEPOSITS, AND INTERESTS IN GUARANTIES

Michael J. Hornbrook
Lurie Sklar & Simon, Ltd.
180 North Michigan Avenue
Suite 2000
Chicago, Illinois 60601

This Instrument Prepared By and Upon Recordation Return To:

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AND, WHEREAS, Assignee requires, and Assignor is willing to grant, as additional and further security for the "indebtedness and obligations" (as such term defined in Paragraph 2 hereof), including without limitation, the Credit and all accrued interest and additional interest thereon, an assignment of all of Assignor's right, title and interest in, to and under (i) all "leases", (ii) all "rents", (iii) all "security deposits", and (iv) all "guaranties" (as each of the foregoing terms is herein defined), upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, to secure the payment, performance and observance of the indebtedness and obligations hereby secured and also in consideration of the sum of One Dollar (\$1.00) in hand paid to Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees with Assignee as follows:

1. Assignor hereby assigns, transfers, pledges, hypothecates, sets over and delivers unto Assignee all the right, title and interest of Assignor, in, to and under all of the following (the same being herein sometimes collectively referred to as the "Collateral"):

(i) All leases, agreements for use and/or occupancy, licenses, concessionaire agreements and other similar documents and instruments, and all amendments, extensions and renewals thereof respectively, if any, with tenants, occupants and users (collectively, "tenants" and singularly, "tenant") in respect of all or any part or parts of the Premises heretofore, now or hereafter made or agreed to by Assignor or any predecessors of Assignor, or by Assignee under the powers herein granted, all being herein collectively referred to as "leases";

(ii) All the rents, earnings, income, issues, revenues, contract rights and profits of any and every kind and description howsoever derived, which may now be due or hereafter become due, under or by virtue of any and all the leases, or tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, all being herein collectively referred to as "rents";

(iii) All security deposits, reserves or deposits for taxes and insurance, and other monies or equivalents thereof made or given to secure the payment, performance and observance of covenants, agreements, conditions and obligations on the part of tenants to be paid, performed and observed under or pursuant to the leases, or tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, all being herein collectively referred to as "security deposits"; and

(iv) All guaranties made by any person(s) guaranteeing the payment of rents and/or the performance and observance of the covenants, agreements, conditions and obligations on the part of tenants to be paid, performed and observed under or pursuant to any

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of the leases, or any tenancies now or hereafter existing in respect of the Premises, or any part or parts thereof, or otherwise, and all amendments, reaffirmations, extensions and renewals thereof, respectively, if any, all being herein collectively referred to as "guaranties";

it being the intention to hereby establish, to the fullest extent permitted by law, subject to Paragraph 15 hereof, an absolute transfer and assignment unto Assignee of all of Assignor's right, title and interest in and under all of the leases, all rents, all security deposits and all the guaranties.

2. This Assignment, and the rights and interests herein granted and assigned to Assignee, are made and given to secure all of the following (the same being herein sometimes collectively referred to as the "indebtedness and obligations"):

(a) the prompt payment of the Credit and all accrued interest thereon, as and when due, in accordance with the Note;

(b) the prompt payment, when and as due, of all other indebtedness, sums and obligations which Assignor or any other person now or hereafter obligated or liable in any way for the indebtedness and obligations (any such other person being herein referred to as "Other Obligor") is obligated to pay under, pursuant to or in connection with the Note, this Assignment and the "Other Loan Documents" (as such term is herein defined);

(c) the full and faithful performance and observance of each and all the covenants, agreements, conditions, representations, warranties and provisions contained in the Note, this Assignment and the Other Loan Documents;

(d) the repayment, when required, of all future advances and expenditures that may be made by Assignee, at its election, to or for the account of Assignor or any other obligor, including, without limitation, advances or expenditures by Assignee to pay or discharge insurance premiums, costs of repair to and maintenance of the Premises, taxes and any other liens, claims, security interests or encumbrances affecting the Premises, whether the obligation of Assignor or any other obligor, all with interest thereon at the "default rate" (as such term is defined in the Note); and

(e) the repayment, when required, of all costs and expenses, including without limitation, court costs and attorneys' fees and expenses paid, suffered or incurred by Assignee in connection with or arising out of the enforcement, realization and/or protection of (i) this Assignment, and the rights and interests herein granted and assigned to Assignee, (ii) the indebtedness and obligations hereby secured, (iii) the Collateral and (iv) the Premises, all with interest thereon at the default rate.

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For the purpose of this Assignment, the Mortgage, the Other Security Documents and all other documents and instruments heretofore, now or hereafter given as security for, or made in connection with the negotiation, origination or extension of, the Credit and all other indebtedness and obligations are herein some times collectively referred to as the "Other Loan Documents".

3. Assignor does hereby authorize and appoint Assignee its true and lawful attorney, with full power of substitution and with full power for Assignee, in its own name and stead or in the name and stead of Assignor, which authorization and appointment are irrevocable and coupled with an interest:

A. To take possession of, and to hold, operate, manage and control, the Premises and to conduct the business thereof either personally or by its agents; to make and complete itself or by purchase, at the expense of the Premises and Assignor, (i) all repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises and (ii) all construction, replacement or rebuilding then in progress on the Premises; and to purchase, cancel, modify, amend or otherwise control and deal with any and all policies of insurance of any and all kinds now or hereafter covering or affecting the Premises, all as may be deemed appropriate by Assignee in its discretion;

B. To rent, lease or let all or any portion of the Premises to any party or parties at such rents and upon such terms as Assignee shall, in its discretion, determine, including leases for terms expiring beyond the maturity of the indebtedness and obligations and/or the period of redemption, if any, allowed in the event of foreclosure upon the Mortgage; to cancel, alter or modify the terms and provisions of any and all of the leases as Assignee may, in its discretion, determine; to demand, collect and receive all of the rents arising from or accruing at any time hereafter, and that are now due or may hereafter become due under each and every of the leases, or tenancies now or hereafter existing in respect of the Premises; and to collect any and all security deposits;

C. To endorse the name of Assignor on, or to execute in the name of Assignee, and to deposit in bank accounts for collection, any and all checks, notes and other instruments received in payment of any and all rents and security deposits; and to execute or give any and all receipts or other similar instruments in respect thereof in the name of Assignor or in the name of Assignee;

D. To use such measures, legal or equitable, as may be deemed appropriate by Assignee, in its discretion, to enforce (i) any and all covenants, agreements, conditions, and obligations of tenants under any of the leases, or any of the tenancies now or hereafter existing in respect of the Premises, or any part thereof, (ii) the obligations of any person(s) under any of the guaranties, (iii) the payment of rents and security deposits or (iv) the collection or

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realization of any security given in connection therewith, or to secure or maintain possession of the Premises, or any portion thereof, including without limitation, actions for the recovery of rent, actions in forcible detainer and actions in distress for rent; to make adjustment of claims and to institute, prosecute, settle or compromise, either in the name of Assignor or in the name of Assignee, proceedings at law or in equity in order to protect the Premises, to recover rents, security deposits or other proceeds respecting the Premises, or to abate any nuisance on the Premises, and in connection therewith, execute and render any and all documents, papers and instruments; and

E. To otherwise act in Assignor's name, place and stead, and exercise all rights, powers and remedies available to Assignor under each and every of the leases and of the guaranties.

4. Assignor hereby grants to Assignee full power and authority to exercise, without notice to Assignor (notice thereof being hereby expressly waived by Assignor), each and every of the rights, interests, privileges and powers herein granted and assigned at any and all times hereafter, with full right and power to use and apply, to the extent thereof, the rents and so much of the security deposits as may be then retained by the landlord under the leases to the payment of any of the indebtedness or obligations, in such order as Assignee may determine on account of the following, but without in any manner limiting the generality of the rights, powers, privileges and authority conferred on Assignee by this Assignment:

(a) to the payment of the operating expenses of the Premises, including without limitation, (i) cost of management (which shall include reasonable compensation to Assignee and his agent or agents, if management be delegated to an agent or agents), (ii) established claims for damages, if any, (iii) court costs and attorneys' fees and expenses incurred by Assignee in connection with any and all actions and things which, by this Assignment, Assignee may do or cause to be done, and (iv) premiums on fire, liability and property insurance and on insurance against such other hazards, casualties and risks as Assignee may, in its discretion, deem appropriate;

(b) to the payment of taxes and special assessments now due or hereafter becoming due on the Premises;

(c) to the payment of costs for the completion of construction, replacement or rebuilding then in progress on the Premises, or any part thereof, or for repairs to and decoration, rehabilitation and improvement of the Premises, or any part thereof, including without limitation, the costs from time to time of installing or replacing furniture and appliances, and heating, air-conditioning, ventilating, gas and electric fixtures, components and systems therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make the Premises readily rentable;

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(d) to the payment of all indebtedness and obligations; and

(e) to the payment of any deficiency which may result from any foreclosure as provided in the Mortgage.

After payment in full of the foregoing items, the balance, if any, of the rents and security deposits shall be paid to Assignor, or to such other person or entity then entitled thereto pursuant to the laws of the State of Illinois.

5. It is understood and agreed that the rights, powers and privileges herein granted and assigned to Assignee shall be deemed special remedies given to Assignee and shall not be deemed exclusive of any of the rights, powers and remedies provided in the Note and the Other Loan Documents, but shall be deemed additional remedies and cumulative with all such other rights, powers and remedies and each and all such rights, powers and remedies may be pursued or exercised singly, successively or simultaneously, at such time or times or in such order as Assignee may, in its sole discretion, elect. No failure on the part of Assignee to exercise, and no delay in exercising, any rights, powers, privileges, interests, remedies or authorizations hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights, powers, privileges, interests, remedies or authorizations by Assignee preclude any other further or future exercise thereof or the exercise of any other rights, powers, privileges, interests, remedies or authorizations.

6. It is expressly understood that no judgment or decree which may be entered on any of the indebtedness and obligations shall operate to abrogate or lessen the effect of this Assignment, but that this Assignment shall continue in full force and effect until any and all indebtedness and obligations, in whatever form the indebtedness and obligations may be, and any and all costs and expenses incurred and sustained by virtue of the authority herein contained have been fully and finally paid and discharged from the rents of the Premises, or by Assignor, any other obligor, or any of them, or from any other source, or until such time as this Assignment may be voluntarily released. This Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness and obligations are fully and finally paid and discharged before the expiration of the period of redemption, if any.

7. Trustee hereby represents to, and Corporate Entities hereby represent and warrant to, and Assignor hereby covenants with Assignee that:

(i) except as previously disclosed in writing, to Assignee, there are no leases, or tenancies, written or otherwise, now in existence or in force with respect to the Premises, or any part thereof;

(ii) Assignor is the sole and absolute owner of all the Collateral, free and clear of all liens, claims, security interests and encumbrances;

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(iii) Assignor will not, at any time during the term of this Assignment, sell, pledge, assign, transfer, set over or otherwise encumber, or permit or suffer to be sold, pledged, assigned, transferred, set over or otherwise encumbered, the Collateral or perform or omit to perform any act or execute any other document or instrument which might prevent Assignee from fully exercising and enjoying its rights, powers, privileges and benefits under this Assignment;

(iv) Assignor has full right and power and lawful authority to execute and deliver, and to pay, perform and observe all their covenants, conditions and obligations under, this Assignment and assign, transfer and set over to Assignee all the Collateral, together with all the rights, interests, powers, privileges and authority herein granted, assigned and conferred upon Assignee;

(v) This Assignment constitutes a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof;

(vi) No rents have been or will be paid by any tenant or other person in possession of any portion of the Premises more than thirty (30) days prior to the due date thereof;

(vii) The payment of the rents to accrue for any portion of the Premises have not been nor will be, nor will be permitted or suffered to be, deferred, waived, released, discounted, discharged, compromised or otherwise adjusted except as heretofore disclosed in writing to Assignee in connection with leases existing at the time of execution of this Assignment;

(viii) Each of the leases and the guaranties is valid, binding and enforceable in accordance with its terms, and none has been altered, modified, amended, terminated, cancelled, surrendered, renewed or extended, and no term or condition thereof has been waived or released in any manner whatsoever, except as previously disclosed, in writing, to Assignee;

(ix) There is no default now existing under any of the leases or the guaranties and no events presently exist under or in connection with any of the leases or the guaranties, which events would, with the giving of notice or the lapse of time or both, constitute a default thereunder;

(x) Assignor will, at Assignor's expense, observe and perform, or cause to be paid, observed and performed, each and every covenant, condition and obligation on the part of the landlord to be paid, observed and performed under the leases and enforce (excluding enforcement by termination of any of the leases, except as consented by Assignee) the observance and performance of each and every covenant, condition and obligation by the tenants to be observed and performed under all leases and by the guarantors under all the guaranties; and

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(xi) Assignor shall give prompt notice to Assignee of each notice received by Assignor, or either of them, asserting or claiming that a default on the part of the landlord has occurred under any of the leases together with a complete copy of each such notice.

8. Assignor shall not, from and after the date of this Assignment: (i) make or enter into any leases or any tenancies, or otherwise let all or any part of the Premises, (ii) cancel or terminate, modify, amend or otherwise alter the terms and provisions of any of the leases or any of the guaranties, (iii) consent to or otherwise permit the assignment by any tenant of its interest under any of the leases or the subletting by any tenant of all, or any part of, the Premises now or hereafter demised or let under any of the leases or any of the tenancies or (iv) institute any proceedings for the dispossession or eviction of any tenant under any of the leases or any of the tenancies, provided, however, in any event Assignor shall provide Assignee with written notice of all such events. If, without the prior written consent or approval of Assignee, any of the foregoing acts or actions shall be committed or permitted by Assignor, then any such acts or actions shall not be binding upon Assignee, and unless subsequently confirmed or ratified expressly in writing by Assignee, shall be deemed null and void, and further, shall, at the option of Assignee, constitute an event of default under this Assignment.

9. If any of the leases provides for the abatement of rent during the repair, rebuilding or restoration of the Premises by reason of fire or other casualty, Assignor shall furnish to Assignee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be acceptable to Assignee.

10. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession. In the exercise of the powers herein granted and assigned to Assignee, no liability shall be asserted or enforced against Assignee, Assignor for itself and for and on behalf of all persons claiming or to claim hereafter by, through or under Assignor, hereby expressly waiving, and releasing Assignee from, all such liability.

11. Assignee shall not be in any way: (i) responsible for the control, care and management of the Premises, or any part thereof, or for any waste committed or permitted on the Premises, or any part thereof, by any tenant or other person, (ii) obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the leases, or under or by reason of this Assignment, and (iii) liable by reason of any dangerous or defective condition of the Premises, or any part thereof, resulting in loss, damage or injury to the property or person of any tenant or of any other person. Assignor shall and does hereby agree to pay and to indemnify, save, protect and hold forever harmless Assignee and its directors, employees or agents (collectively, "Assignee's Indemnitees") of and from any and all loss, cost, damage, expense, claim, demand and liability, including without limitation, court costs and attorneys' fees and expenses, which Assignee's Indemnitees, or any of them, may or might incur, suffer or sustain or for which Assignee's Indemnitees, or any of them, may become obligated or liable, in any way, by reason of, in

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connection with or resulting from (a) this Assignment and the rights, powers and interests herein granted and assigned to Assignee, (b) any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the leases and agreements, any failure or alleged failure by Assignor to pay, perform or observe any covenants, conditions and obligations on the part of the landlord to be paid, performed and observed under the leases or (c) any loss, damage or injury to the property or person of any tenant or of any other person on or about the Premises or any part thereof. If any of Assignee's Indemnitees shall be subject to any liability indemnified hereunder, and such liability is not paid or satisfied by Assignor within three (3) business days after demand therefor by any of Assignee's Indemnitees so affected, then the amount thereof shall be, so much additional indebtedness and obligations and shall bear interest from the date of demand until reimbursement is received at the default rate, and Assignee shall have, in addition to any other right, power or remedy available to Assignee, the same rights, powers and remedies in the event of the failure to pay promptly any such amount by Assignor as in the case of a default by Assignor in the payment of the indebtedness and obligations. The indemnity of Assignor under this Paragraph 11 shall survive any termination, release or satisfaction of this Assignment.

12. Assignee shall not, in any way, be responsible for failure to do any or all of the things for which rights, interests, powers or authority is herein granted and assigned to Assignee; and Assignee shall not be liable, in any way, for the collectability, collection or non-collection of any of rents or security deposits, nor shall Assignee be required to make an accounting for the benefit of Assignor, except for monies actually received by Assignee in accordance with the terms hereof, Assignor, for itself and for and on behalf of all persons claiming or to claim hereafter by, through or under Assignor, hereby expressly waiving, and releasing Assignee from, any and all such responsibility, liability and requirement.

13. Assignor further specifically authorizes the tenants under each and all of the leases, and any tenancy now or hereafter existing in respect of the Premises, or any part thereof, to pay all unpaid rents agreed upon under the leases or any tenancies to Assignee upon receipt of written demand from Assignee stating that an event of default exists and directing that payment of rents be made to Assignee or such other person(s) as Assignee may designate. Assignor acknowledges and agrees that (i) each and every tenant shall have the right to rely upon any such demand, and the statements and directions therein contained, of Assignee, and shall pay such rents to Assignee, without any obligation or right on the part of such tenant to inquire as to validity or propriety of any such demand by Assignee and notwithstanding any notice from or claim of Assignor to the contrary, and (ii) Assignor shall have no right, claim or recourse against any such tenant, and all tenants are hereby relieved of all duty, liability and obligation to Assignor, in respect of all rents so paid to Assignee.

14. Assignor further agrees to assign and transfer to Assignee all future leases and guaranties and to execute and deliver, at the request of Assignee, all such further assurances and assignments of the leases, rents,

security deposits and guaranties as Assignee shall from time to time require. Upon request by Assignee, Assignor shall deliver to Assignee duplicate originals (or if permitted by Assignee, true and complete copies thereof so certified by Assignor) of each and all of the leases and guaranties in existence from time to time.

15. Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that until an event of default (as such term is herein defined or used) shall occur or exist, Assignor shall have the right and privilege only to collect and retain the rents, to enforce the collection thereof by appropriate action or proceeding in the name of Assignor, and to otherwise manage the Premises, but only in strict compliance with the terms, covenants and conditions herein contained. The foregoing rights and privileges of Assignor shall, upon the occurrence or existence of any event of default, automatically and immediately cease and terminate, without notice to Assignor (notice as to any such event of default being hereby expressly waived by Assignor).

16. This Assignment and the Other Loan Documents (collectively, the "security documents" for the purpose of this Paragraph only) constitute equal security for the payment and discharge of the indebtedness and obligations, and none of the liens or security interests evidenced by the security documents shall be deemed to have preference or priority over any other of the liens or security interests evidenced by the security documents.

17. Nothing herein contained, nor the exercise by Assignee of any of the rights, powers, privileges, interests, remedies and authority herein granted and assigned, shall be, or shall be construed to be, an affirmation by Assignee of any of the leases or of any option to renew or extend the same, or an assumption of liability under, or a subordination of the lien of the Mortgage or of the liens, rights and interests created by this Assignment and the Other Security Documents to, any of the leases or any such option.

18. Assignor hereby grants to Assignee a security interest in rents and security deposits pursuant to the Uniform Commercial Code of the State of Illinois (the "Code"), and this Assignment shall operate as a security agreement under the Code, thereby entitling Assignee to all the benefits, rights and remedies therein conferred upon a secured party (as such term is defined in the Code). Assignor will, at the request of Assignee, execute or join with Assignee in executing and, at Assignor's own expense, file and refile under the Code, such financing statements, amendments thereto, continuation statements and other documents in such states and in such offices as Assignee may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Assignee's security interest in the rents and security deposits, and hereby authorizes Assignee to file financing statements, amendments thereto and continuation statements relative to all or any part of the rents and security deposits without the signature of Assignor where permitted by law.

19. Assignor hereby agrees that the occurrence or existence of any of the following events or conditions shall constitute an event of default

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(herein referred to singularly as "event of default" and collectively as "events of default"):

(i) Any representation or warranty made by Assignor or any other obligor, or their respective agents, in this Assignment, the Note or any of the Other Loan Documents or in any other agreement, instrument or statement contemplated hereby or thereby, made or delivered pursuant hereto or thereto or in connection herewith or therewith, shall be breached or violated, or prove to be false, misleading or inaccurate, in any material respect;

(ii) Assignor shall, regardless of cause or reason, fail to pay, perform or discharge, when and as due, any indebtedness and obligations;

(iii) An event of default (as such term is therein defined or used) shall occur or exist under, pursuant to or in connection with the Note or any of the Other Loan Documents.

20. Upon the occurrence or existence of any one or more of the events of default, then at the option of Assignee and without demand or notice to Assignor (demand and notice as to any event of default being hereby expressly waived by Assignor, except for such notices as may be provided in Paragraph 19 hereof), Assignee shall, to the fullest extent permitted by law, be entitled to exercise (i) all the rights, powers and remedies, if any, available under the Code then in effect, (ii) any and all other rights, powers and remedies as permitted in this Assignment, the Note and the Other Loan Documents and (iii) all such other rights and remedies as may be provided at law or in equity.

21. All the terms, covenants, conditions, representations and provisions and all the warranties, in the case of makers and obligors, contained in the Note and the Other Loan Documents are, by this reference, adopted and incorporated into this Assignment to the same full extent and with the same binding force and effect as if all such terms, covenants, conditions, representations, provisions and warranties were herein stated in full, it being the express intent that each of this Assignment, the Note and the Other Loan Documents complement and supplement the others to the extent necessary or required to protect, preserve and confirm the rights, powers, interests and remedies of Assignee in respect of the indebtedness and obligations.

22. Each of the leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the leases.

23. All notices, demands and other communications required or desired to be given hereunder shall be in writing signed by Assignee or Assignor, or their respective authorized agents or attorneys, as the case may be, and shall be deemed to have been properly given if (i) served in person, (ii) if mailed by United States registered or certified mail, full postage

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prepaid, return receipt requested, (iii) if sent by Western Union Telegram or (iv) if sent by special courier (Federal Express or like service), addressed as follows:

If to Assignee:

COLE TAYLOR BANK/MAIN
300 East Dundee Road
Wheeling, Illinois 60090
Attn: Corporate Banking Dept. and
Asset Based Lending Dept.

With a copy to
Assignee's counsel:

LURIE SKLAR & SIMON, LTD.
180 North Michigan Avenue
Suite 2000
Chicago, Illinois 60601
Attn: Michael J. Hornbrook
Joel M. Hurvitz

If to Assignor:

E.M. Melahn Construction Company
602 South Main Street
Algonquin, Illinois 60102
Attn: William A. Melahn

With a copy to

CROWLEY BARRETT & KARABA
111 West Monroe Street
Chicago, Illinois 60603
Attn: Alan Rauh Orschel

or to such other address in the United States of America as may from time to time be designated by the party to be addressed, by notice to the others in the manner hereinabove provided. Any such notices, demands or other communication mailed as provided in this Paragraph 23 shall be deemed to have been given and received on the earlier of (i) the date of actual receipt of such notice, demand or other communication, (ii) the third (3rd) business day following the day of mailing by U.S. registered or certified mail of such notice, demand or other communication, (iii) date of actual delivery of such demand, notice or other communication, in the form of a telegram, by Western Union, or (iv) date of actual delivery of such demand, notice or other communication if by special courier (Federal Express or like service). If such demand, notice or other communication is given or received by more than one of the foregoing methods on different dates, such demand, notice or other communication shall be deemed given or received on the earlier of such dates. The delivery or receipt by other parties of copies of any demand, notice or other communication hereunder is merely an accommodation and is not necessary or required to make effective the giving or receipt by Assignee or Assignor of any demand, notice or other communication.

24. (a) This Assignment, and all the provisions hereof, shall extend to and be binding upon Assignor, their successors and assigns, and upon any party or parties from time to time permitted to hold title to or have an interest in the Premises, except that the

benefits and privileges accruing to Assignor hereunder shall only extend and inure to such of the successors and assigns of Assignor or such party or parties as may be permitted pursuant to the Mortgage. This Assignment and all the rights, powers, privileges and immunities herein assigned and granted to Assignee shall extend and inure to the benefit of the successors and assigns (including all holders, now or hereafter, of the Note) of Assignee. The terms "Assignor" and "Assignee" and all personal pronouns as herein used shall be taken to include the singular or plural, and the masculine, feminine or neuter gender, as may be applicable.

(b) All the liabilities and obligations of Assignor hereunder are, and shall be, at all times, joint and several.

(c) This Assignment shall in all respects be construed and enforced in accordance with, and governed by, the laws of the State of Illinois. This Assignment may not be amended or modified, nor may any of the interests and rights hereby assigned be released, except by a writing signed by or on behalf of the party to be bound thereby.

(d) Assignor agrees to pay, on demand of Assignee, all costs and expenses, including without limitation court costs and attorneys' fees and expenses paid, sustained or incurred by Assignee in connection with the enforcement of this Assignment, with interest thereon, from the date on which such costs and expenses are so paid, sustained or incurred by Assignee to the date of receipt of payment thereof from Assignor, at the default rate.

(e) Whenever possible, each provision of this Assignment and the application thereof shall be interpreted in such a manner as to be effective, valid and enforceable under applicable law, but if any provisions of this Assignment, or the application thereof to any persons or circumstances, shall be invalid, illegal or unenforceable in any respect under such law, such provision or application shall be ineffective to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of such provision or the remaining provisions of this Assignment, or the application of such invalid, illegal or unenforceable provision to persons or circumstances other than those to which such provision is invalid, illegal or unenforceable.

(f) The recitals to this Assignment are hereby incorporated into and made a part of this Assignment and shall be deemed covenants and representations binding upon Trustee and covenants, representations and warranties binding upon Beneficiary and the Corporate Entities.

(g) Whenever the consent, permission or approval of Assignee is required under this Assignment, Assignee has the right, in its absolute discretion, to refuse to grant such consent, permission or approval.

(h) The covenants and representations made by Trustee and the covenants, representations and warranties made by Beneficiary and the Corporate Entities under this Assignment are, and shall be deemed to be, of continuing force and effect until all the indebtedness and obligations have been fully and finally paid, discharged and performed.

25. This Assignment is executed by Trustee, not personally, but as Trustee under the Trust Agreements in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Cole-Taylor Bank/Main hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on Trustee personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any of the indebtedness and obligations secured hereby, or to perform any covenant, either express or implied herein contained.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date and year first above written.

E.M. MELAHN CONSTRUCTION COMPANY,
a Delaware corporation

ATTEST:

Joan J. Melahn
Sec.

By: W. Melahn
Its: President

PRESTRESS ENGINEERING CORPORATION,
a Delaware corporation

ATTEST:

Joan J. Melahn
Sec.

By: W. Melahn
Its: President

ROAD MATERIALS CORP.,
a Delaware corporation

ATTEST:

Joan J. Melahn
Sec.

By: W. Melahn
Its: President

GIERTZ-MELAHN ASPHALT CO. INC.,
a Delaware corporation

ATTEST:

Joan J. Melahn
Sec.

By: W. Melahn
Its: President

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SUBURBAN READY MIX CORPORATION,
a Delaware corporation

ATTEST:

Jean L Melahn
Sec.

By: [Signature]
Its: President

STANDARD READY MIX CORP.,
a Delaware corporation

ATTEST:

Jean L Melahn
Sec.

By: [Signature]
Its: President

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

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Trustee under the aforesaid
Trust No. 79-302 and Trust No. 77-366 and not personally

By: Carol L. Ennis

Attest: Phyllis L. Smith AS

THIS INSTRUMENT PREPARED BY:

Michael J. Hornbrook
LURIE SKLAR & SIMON, LTD.
180 North Michigan Avenue
Suite 2000
Chicago, Illinois 60601
(312) 641-5252

UPON RECORDATION RETURN TO:

Michael J. Hornbrook
LURIE SKLAR & SIMON, LTD.
180 North Michigan Avenue
Suite 2000
Chicago, Illinois 60601
(312) 641-5252

BOX 808-HV

Property of Cook County Clerk's Office

87314489

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)

)

) SS.

COUNTY OF Cook)

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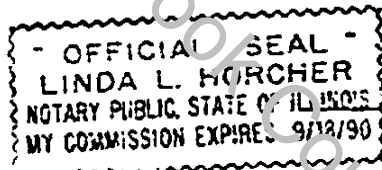
COOK COUNTY CLERK'S OFFICE
1110 N. LAKE ST.
CHICAGO, ILL. 60611

1987 JUN 10 14 11:17

87314489

I, Linda L. Horcher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol L. Ennis, Vice President of COLE TAYLOR BANK/MAIN, an Illinois banking corporation, and Phyllis Lindstrom, Asst. Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreements, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that said Asst. Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Asst. Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.



Linda L. Horcher

Notary Public

My Commission Expires:

9/18/90

Cook County Clerk's Office

87314489

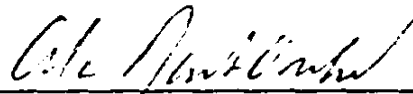
UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of E.M. MELAHN CONSTRUCTION COMPANY, a Delaware corporation, and Joan L. Melahn, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.



Notary Public

My Commission Expires:

9-15-87

Office of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of PRESTRESS ENGINEERING CORPORATION, a Delaware corporation, and Joan L. Melahn, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.

Alan Rauh Orschel
Notary Public

My Commission Expires:

9-11-87

Cook County Clerk's Office

UNOFFICIAL COPY

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80672mh1

STATE OF ILLINOIS)
) SS.
 COUNTY OF Cook)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of ROAD MATERIALS CORP., a Delaware corporation, and John L. Melahn, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.

Alan Rauh Orschel
 Notary Public

My Commission Expires:

9-15-87

COOK COUNTY CLERK'S OFFICE

8731A489

UNOFFICIAL COPY

8067Lmh1

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of GIERTZ-MELAHN ASPHALT CO. INC., a Delaware corporation, and Joan L. Melahn, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of May , 1987.

Alan Rauh Orschel
Notary Public

My Commission Expires:

 9-11-81

COOK County Clerk's Office

87314489

UNOFFICIAL COPY

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of SUBURBAN READY MIX CORPORATION, a Delaware corporation, and Joan L. Melahr, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.

Alan Rauh Orschel
Notary Public

My Commission Expires:
9-15-87

Cook County Clerk's Office

8731A189

UNOFFICIAL COPY

8 7 3 1 4 4 3 9

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alan Rauh Orschel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Melahn, President of STANDARD READY MIX CORP., a Delaware corporation, and Joan L. Melahn, Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Prsident and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee under the Trust Agreement, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said banking corporation, caused the corporate seal of said banking corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of May, 1987.



Notary Public

My Commission Expires:

9-11-87

Notary of Cook County Clerk's Office

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EXHIBIT A

PARCEL ONE:

THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF SECTION 25 IN TOWNSHIP AND RANGE AFORESAID BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 25, SAID POINT BEING THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 36 IN TOWNSHIP AND RANGE AFORESAID; THENCE NORTH 80 DEGREES, 23 MINUTES, 0 SECONDS WEST 948.5 FEET; THENCE NORTH 0 DEGREES, 14 MINUTES, 0 SECONDS WEST 925.9 FEET; THENCE SOUTH 81 DEGREES, 12 MINUTES, 0 SECONDS EAST 1447.3 FEET; THENCE NORTH 4 DEGREES, 22 MINUTES, 0 SECONDS EAST 2365 FEET; THENCE SOUTH 20 DEGREES, 19 MINUTES, 0 SECONDS EAST 667.9 FEET TO THE EAST LINE OF SAID SECTION 25; THENCE SOUTH ON SAID SECTION LINE 3085.3 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE WEST ON SAID SECTION LINE TO THE POINT OF BEGINNING, IN THE VILLAGE OF E. DUNDEE AND DUNDEE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 13 AND PART OF THE NORTH EAST 1/4 OF SECTION 24, ALL IN TOWNSHIP 42 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 13, 1299 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE SOUTH 0 DEGREES, 27 MINUTES, 0 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 1299 FEET TO THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4; THENCE SOUTH 0 DEGREES, 06 MINUTES, 0 SECONDS WEST ALONG THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 24, 1348.1 FEET TO THE NORTHERLY LINE OF SAID STATE ROUTE NO. 63; THENCE SOUTH 73 DEGREES, 20 MINUTES, 0 SECONDS WEST ALONG SAID NORTHERLY LINE 715.2 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE ALONG A CURVE TO THE RIGHT 673.5 FEET; THENCE NORTH 2 DEGREES, 45 MINUTES, 0 SECONDS EAST 3024 FEET TO A POINT NORTH 08 DEGREES, 42 MINUTES, 0 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES, 42 MINUTES, 0 SECONDS EAST 1209.9 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE NORTH EAST 1/4 OF SAID SECTION 24, DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID QUARTER ON THE NORTH RIGHT OF WAY LINE OF THE STATE OF ILLINOIS HIGHWAY ROUTE 63; THENCE NORTH 650 FEET ALONG THE EAST LINE OF SAID QUARTER; THENCE WEST 350 FEET PERPENDICULAR TO SAID EAST LINE; THENCE SOUTH 756.34 FEET PARALLEL WITH SAID EAST LINE AND TO SAID RIGHT OF WAY LINE; THENCE NORTHEASTERLY 365.80 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING); IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

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PARCEL THREE:

THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES, 30 MINUTES, 0 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1514.7 FEET; THENCE NORTH 2 DEGREES, 06 MINUTES, 0 SECONDS EAST 3006.4 FEET TO A POINT 451.1 FEET SOUTHERLY, MEASURED ALONG THE LAST DESCRIBED LINE EXTENDED, FROM THE SOUTHERLY LINE OF STATE ROUTE NO. 63; THENCE SOUTH 87 DEGREES, 54 MINUTES, 4 SECONDS 234 FEET; THENCE NORTH 2 DEGREES, 06 MINUTES, 0 SECONDS EAST 478.9 FEET TO THE SOUTHERLY LINE OF SAID ROUTE NO. 63; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING; IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID SECTION; THENCE SOUTH ON THE SECTION LINE 28 CHAINS; THENCE NORTH 80 1/2 DEGREES WEST 15.09 CHAINS MORE OR LESS, TO THE SOUTH EAST CORNER OF PREMISES CONVEYED TO JAMES K. SMITH BY DEED DATED FEBRUARY 3, 1881 AND RECORDED FEBRUARY 7, 1881 IN BOOK 200, PAGE 253 AS DOCUMENT 13524; THENCE NORTH ALONG SAID SMITHS' EAST LINE TO THE NORTH LINE OF SAID SECTION 25; THENCE EAST ALONG THE SECTION LINE 14.93 CHAINS MORE OR LESS, TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF DUNDEE, KANE COUNTY, ILLINOIS.

PARCEL FIVE:

THAT PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF GILPEN AVENUE, AS PLATTED IN LORRAINE TERRACE, WHICH IS 303.54 FEET NORTH OF THE NORTH WEST CORNER OF LOT 23 IN BLOCK 19 IN LORRAINE TERRACE; THENCE NORTHERLY ALONG THE EAST LINE OF GILPEN AVENUE, 514.79 FEET TO THE SOUTH LINE OF A PUBLIC ROAD; THENCE EASTERLY, ALONG SAID SOUTH LINE, 1552.17 FEET TO THE CENTER LINE OF STATE ROUTE 31; THENCE SOUTH 37 DEGREES, 57 MINUTES, 0 SECONDS WEST, ALONG SAID CENTER LINE TO A POINT 810.8 FEET NORTHEASTERLY (MEASURED ALONG SAID CENTER LINE) FROM THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 26; THENCE NORTH 89 DEGREES, 34 MINUTES, 0 SECONDS WEST, 299.11 FEET; THENCE SOUTH 25 DEGREES, 59 MINUTES, 11 SECONDS WEST, 231.89 FEET TO A LINE DRAWN EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 FROM THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID PARALLEL LINE 894.39 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTH 1/2 WITH THE CENTER LINE OF STATE ROUTE 31; THENCE NORTH 37 DEGREES, 57 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE, 810.8 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 34 MINUTES, 0 SECONDS WEST 299 11 FEET; THENCE NORTH 25 DEGREES, 59 MINUTES, 11 SECONDS WEST 17.18 FEET; THENCE SOUTH 89 DEGREES, 34 MINUTES, 0 SECONDS EAST 303.6 FEET TO THE CENTER LINE OF STATE ROUTE 31; THENCE SOUTH 37 DEGREES, 57 MINUTES, 0 SECONDS WEST, ALONG SAID CENTER LINE, 19.51 FEET TO THE POINT OF BEGINNING), IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.

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PARCEL SIX:

THAT PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION THAT IS 983.4 FEET SOUTHERLY OF THE NORTH WEST CORNER THEREOF, SAID POINT BEING ON THE SOUTH LINE OF LANDS OWNED BY THE STATE OF ILLINOIS; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PROPERTY OWNED BY THE STATE OF ILL., A DISTANCE OF 3067.5 FEET TO THE WESTERLY LINE OF LAND FORMERLY OWNED BY WILLIAM PARSONS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG SAID WESTERLY LINE EXTENDED, A DISTANCE OF 656.2 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 01 MINUTES, 0 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 397.21 FEET TO THE CENTER LINE OF STATE ROUTE 31; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 102.93 FEET TO THE SOUTHERLY LINE OF LANDS FORMERLY OWNED BY JOHN COX; THENCE WESTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 3395.3 FEET TO THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 26; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 732.6 FEET TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF ELGIN, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

Commencing at the Northeast Corner of Section 10, Township 30 North, Range 5 East of the Third Principal Meridian, Sunbury Township, Livingston County, Illinois, thence due West 2135.58 feet to the Point of Beginning; from said Point of Beginning thence due South 1320.00 feet to a point, thence due West 660.00 feet to a point, thence due North 1320.00 feet to a point, thence due East along the North line of said Section 10 a distance of 660.00 feet to the said Point of Beginning.

PARCEL EIGHT:

Commencing at the Northeast Corner of Section 10, Township 30 North, Range 5 East of the Third Principal Meridian, Sunbury Township, Livingston County, Illinois, thence due West 2795.58 feet to the Point of Beginning; from said Point of Beginning thence due South 1320.00 feet to a point, thence due West 660.00 feet to a point, thence due North 1320.00 feet to a point, thence due East along the North line of said Section 10 a distance of 660.00 feet to the said Point of Beginning, in Livingston County, Illinois.

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PARCEL NINE:

The West 566 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 43 North, Range 8 East of the Third Principal Meridian, (excepting therefrom the South 200 feet of the West 566 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 43 North, Range 8 East of the Third Principal Meridian, ALSO excepting therefrom that part thereof falling in a 66 foot right of way adjacent to and parallel to the West line of the Southwest Quarter of the Southwest Quarter of said Section 2; ALSO excepting the East 345.00 feet of the West 411.00 feet of the North 340.00 feet of the South 540.00 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 43 North, Range 8 East of the Third Principal Meridian), in McHenry County, Illinois.

PARCEL TEN:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 30 LYING NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 72 AND COMMONLY KNOWN AS NEW HIGGINS ROAD AND WESTERLY OF THE EASTERLY RIGHT OF WAY OF HEALY ROAD (EXCEPT THE WEST 190 FEET THEREOF AND EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS BY DOCUMENT NUMBER 12378247 RECORDED OCTOBER 5, 1939 FOR HIGHWAY PURPOSES DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH WEST 1/4 OF SAID SECTION DESCRIBED AS BEING A STRIP OF LAND 66 FEET IN WIDTH BEGINNING FROM THE NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY OF STATE BOND ISSUE, ROUTE 63 TO THE CENTER LINE OF HIGGINS ROAD AS NOW TRAVELED, CENTER LINE OF SAID 66 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH WEST CORNER OF SECTION 30, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1,412.73 FEET TO A POINT THENCE SOUTHEASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 59 DEGREES 01 MINUTE FROM THE SOUTH TO THE SOUTH EAST WITH SAID WEST LINE A DISTANCE OF 109.59 FEET TO A POINT, SAID LINE BEING SAID NORTHERLY RIGHT OF WAY LINE OF THE PROPOSED DUAL HIGHWAY; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 1,0017.06 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, SAID CURVE BEING SAID NORTHERLY RIGHT OF WAY LINE OF PROPOSED DUAL HIGHWAY, A DISTANCE OF 762.2 FEET TO THE POINT OF BEGINNING, THENCE NORTHEASTERLY ALONG A LINE, A DISTANCE OF 245.11 FEET TO A POINT IN THE AFORESAID CENTER LINE OF HIGGINS ROAD AS NOW TRAVELED, SAID POINT BEING 894.51 FEET FROM AFORESAID WEST LINE OF SAID SECTION 30 AS MEASURED ALONG SAID CENTER LINE OF HIGGINS ROAD IN TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

01-30-KC-010

01-30-300-007

Healy & Old Higgins
Barrington, IL

PARCEL ELEVEN:

THE SOUTH 1/2 OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL TWELVE:

THE SOUTH 1/2 OF LOT 2 AND THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE WEST 190.0 FEET OF THE SOUTH 1/2 OF SAID LOT 2 AND ALSO EXCEPTING THE WEST 190.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH 1/2 OF SAID LOT 2 CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NUMBER 18454231 RECORDED APRIL 23, 1962) IN COOK COUNTY, ILLINOIS.

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PARCEL THIRTEEN:

That part of the Southeast Quarter of Section 24, and that part of the East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 25, all in Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 24; thence South 89 degrees, 33 minutes, 37 seconds East along the South line of said Southeast Quarter, being also the South line of Crystal Woods Estates, according to the Plat thereof recorded January 5, 1987 as Document No. 968413, in McHenry County, Illinois, for a distance of 470.00 feet to a deflection in the Southerly line of said Crystal Woods Estates; thence North 52 degrees, 34 minutes, 53 seconds East along the Southeasterly line of said Crystal Woods Estates, for a distance of 723.51 feet; thence North 85 degrees, 39 minutes, 31 seconds East along said Southeasterly line of Crystal Woods Estates, for a distance of 435.00 feet; thence North 62 degrees, 09 minutes, 31 seconds East along said Southeasterly line of Crystal Woods Estates, for a distance of 740.00 feet; thence North 46 degrees, 09 minutes, 31 seconds East along said Southeasterly line of Crystal Woods Estates, for a distance of 720.00 feet to the East line of said Southeast Quarter of Section 24; thence South 1 degree, 09 minutes, 31 seconds West along said East line, for a distance of 1335.63 feet to the Northeast corner of the Northeast Quarter of said Section 25; thence South 1 degree, 00 minutes, 53 seconds West along the East line of said Northeast Quarter, for a distance of 503.70 feet to the center line of State Route 176; thence South 43 degrees, 00 minutes, 13 seconds West along said center line, for a distance of 740.17 feet; thence North 46 degrees, 59 minutes, 47 seconds West along a line perpendicular to said center line of State Route 176, for a distance of 275.06 feet; thence South 49 degrees, 38 minutes, 13 seconds West, a distance of 583.90 feet; thence South 35 degrees, 21 minutes, 47 seconds East, for a distance of 200.60 feet; thence South 60 degrees, 59 minutes, 47 seconds East, for a distance of 150.44 feet to aforesaid center line of State Route 176; thence South 43 degrees, 00 minutes, 13 seconds West along said center line, for a distance of 620.07 feet to the West line of the East Half of said Northeast Quarter of Section 25; thence North 0 degrees, 39 minutes, 56 seconds East along said West line to the East Half of the Northeast Quarter, for a distance of 91.20 feet; thence North 45 degrees, 15 minutes, 51 seconds East, for a distance of 275.00 feet; thence North 67 degrees, 02 minutes, 06 seconds West, for a distance of 208.70 feet to said West line of the East Half of the Northeast Quarter; thence North 0 degrees, 39 minutes, 56 seconds East along said West line of the East Half of the Northeast Quarter, a distance of 256.09 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 25; thence North 89 degrees, 24 minutes, 26 seconds West along the South line of said Northwest Quarter of the Northeast Quarter of Section 25, for a distance of 1305.44 feet to the Southwest corner of said Northwest Quarter of the Northeast Quarter; thence North 0 degrees, 21 minutes, 17 seconds East along the West line of said Northwest Quarter of the Northeast Quarter, a distance of 1309.91 feet to the Northwest corner of said Northwest Quarter of the Northeast Quarter of Section 25, being also the Southwest corner of said Southeast Quarter of Section 24 and the place of beginning, in McHenry County, Illinois.

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PARCEL FOURTEEN:

That part of the Northeast Quarter of Section 33 and part of the Northwest Quarter of Section 34, described as follows: Beginning at the Northeast corner of Block 16 of Plumleigh's Addition to the Village of Algonquin, according to the Plat thereof recorded March 14, 1860 in Book 28 of Deeds, page 400, (which point is North 66½ degrees West and 358.0 feet from the Southwest corner of Block 5 of said Addition); thence South 26 degrees, 25 minutes East along the West line of the Depot grounds of the Chicago and Northwestern Transportation Company, 793.75 feet to the center line of the Dundee Highway; thence South 20 degrees, 23 minutes West, 111.5 feet along said center line of said Dundee Highway; thence North 26 degrees, 25 minutes West, 196.9 feet; thence North 84 degrees West 194.0 feet; thence North 11 degrees, 45 minutes East, 106.2 feet; thence South 89 degrees, 13 minutes West, 323.4 feet; thence North 26 degrees, 25 minutes West, 563.25 feet; thence North 29 degrees, 13 minutes East, 515.6 feet to the place of beginning, (excepting therefrom that part described as follows: Beginning at the Northeast corner of Block 16 of the Plat of Plumleigh's Addition to the Village of Algonquin; thence South 26 degrees and 25 minutes East along the West line of the Depot grounds of the Chicago and Northwestern Transportation Company, 563½ feet to a stake; thence South 89 degrees, 13 minutes West, 47.2 feet; thence North 55 degrees, 30 minutes West, 129.4 feet; thence North 32 degrees, 13 minutes West, 269.0 feet; thence North 15 degrees, 00 minutes West, 205.5 feet; thence North 89 degrees, 13 minutes East, 89.8 feet to the place of beginning; ALSO excepting that part thereof described as follows: Commencing at the Northeast corner of Block 16 of Plumleigh's Addition to the Village of Algonquin; thence South 26 degrees, 25 minutes East along the Westerly line of depot ground, 563.2 feet; thence South 89 degrees, 13 minutes West, 116.7 feet for a place of beginning; thence South 56 degrees, 19 minutes East, 49.6 feet; thence South 28 degrees, 33 minutes East, 119.8 feet; thence North 84 degrees, 00 minutes West, 194.0 feet; thence North 11 degrees, 45 minutes East, 106.2 feet; thence North 89 degrees, 13 minutes East, 75.5 feet to the place of beginning; ALSO excepting that part of the East Half of Section 33, Township 43 North, Range 8 East of the Third Principal Meridian, being also a part of Block 17 in Plumleigh's Addition to Algonquin and vacated Cross Street, described as follows: Commencing at the Northeast corner of Block 16 of Plumleigh's Addition to Algonquin; thence South 89 degrees, 13 minutes West, a distance of 71.5 feet; thence Westerly along the South line of Parker property, a distance of 47.38 feet for the place of beginning; thence Southeasterly along the Westerly line of Legion Drive, a distance of 5.53 feet; thence Westerly, parallel with the South line of said Parker property, a distance of 132.83 feet; thence Northwesterly along a line that forms an angle of 65 degrees, 05 minutes to the right with the prolongation of the last described course, a distance of 6.06 feet to the Southwest corner of said Parker property; thence Easterly along the South line of said Parker property, a distance of 134.80 feet to the place of beginning), in Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

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PARCEL FIFTEEN:

That part of the Northeast Quarter of Section 33, and part of the Northwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Block 16 in Plumleigh's Addition to Algonquin, according to the Plat thereof recorded March 24, 1860 in Book 28 of Deeds, page 400; thence Southeasterly along the Westerly line of the Depot Grounds of the Chicago and Northwestern Transportation Company, a distance of 560.25 feet to the Northerly line, extended Easterly of land conveyed by the Village of Algonquin, to Algonquin Post No. 670 American Legion, by Deed recorded in the Recorder's Office of McHenry County, in Book 374, page 470, as Document No. 238964; thence North 89 degrees, 21 minutes West along said Northerly line extended Easterly, a distance of 47.2 feet; thence North 85 degrees, 25 minutes West, a distance of 92.40 feet to the Easterly right of way line of a public street, according to the Plat thereof recorded May 16, 1968 as Document No. 489647; thence Northwesterly along said Easterly right of way line, being along a curve to the right, having a radius of 411.92 feet, a distance of 102.13 feet; thence continuing Northwesterly along said Easterly right of way line, being tangent to the last described curve, a distance of 165.0 feet; thence continuing Northwesterly along said Easterly right of way line, being along a curve to the right, having a radius of 323.31 feet and being tangent to the last described course, a distance of 85.11 feet; thence North 14 degrees, 32 minutes, 35 seconds West, a distance of 64.25 feet to the Easterly right of way line of a public street, as aforesaid; thence Northwesterly along said Easterly right of way line, being along a curve to the right, having a radius of 323.31 feet, a distance of 11.61 feet; thence continuing Northwesterly along said Easterly right of way line, being tangent to the last described course, a distance of 98.42 feet; thence North 89 degrees, 13 minutes East, a distance of 86.38 feet to the place of beginning, in McHenry County, Illinois.

PARCEL SIXTEEN:

That part of the Northeast Quarter of Section 33 and the Northwest Quarter of Section 34, described as follows: Beginning at the Northeast corner of Lot 4 in Block 17 in Plumleigh's Addition to the Village of Algonquin according to the Plat thereof recorded March 24, 1860 in Book 28 of Deeds, page 400; thence Southeasterly along the Northeast line of said Block 17, the same extended Southeasterly, the Northeast line of Block 16 of Plumleigh's Addition and the same extended Southeasterly, a distance of 645.0 feet; thence Northeastly at right angles to the last described course, a distance of 30.0 feet to a point distant 50.0 feet Southwesterly, measured at right angles from the centerline of the main track of the Chicago and Northwestern Transportation Company as said main track is now located and established; thence Northwesterly parallel with said centerline of the main track, a distance of 645.0 feet to the Northeastly extension of the Northwesterly line of said Lot 4 in Block 17; thence Southwesterly along said Northeastly extension of Lot 4 in Block 17, a distance of 30.0 feet to the place of beginning, all in Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

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PARCEL SEVENTEEN:

That part of the East Half of the Northeast Quarter of Section 33, and the West Half of the Northwest Quarter of Section 34, Township 43 North, Range 8 East of the Third Principal Meridian, bounded as follows: On the Southeast by the Northwesterly line of Main Street; on the Northwest by the Northeasterly extension of the Northwesterly line of Lot 4 in Block 17 of Plumleigh's Addition to Algonquin, according to the Plat thereof recorded March 24, 1850 in Book 28 of Deeds, page 400; and on the Northeast and Southwest by lines parallel with and distant 25 feet and 50 feet, respectively, Southwesterly, measured at right angles, from the center line of the main track of the Chicago and Northwestern Transportation Company, as said main track is now located, in McHenry County, Illinois.

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OTHER SECURITY DOCUMENTS

1. (a) Mortgage, Security Agreement and Financing Statement dated April 28, 1987, with respect to certain real property located in Cook County, Illinois made by Cole Taylor Bank/Main as Trustee of Trust No. 79-302 in favor of Mortgagee to secure the Note.
- (b) Mortgage, Security Agreement and Financing Statement dated April 28, 1987, with respect to certain real property located in Kane County, Illinois made by the Cole Taylor Bank/Main as Trustee of Trust No. 79-302 and Giertz-Melahn Asphalt Co., Inc. in favor of Mortgagee to secure the Note.
- (c) Mortgage, Security Agreement and Financing Statement dated April 28, 1987 with respect to certain real property located in Livingston County, Illinois made by Prestress Engineering Corporation in favor of Mortgagee to secure the Note.
- (d) Mortgage, Security Agreement and Financing Statement dated April 28, 1987 with respect to certain real property located in M. Henry County, Illinois made by Cole Taylor Bank/Main as Trustee of Trust No. 77-366, E.M. Melahn Construction Company and Prestress Engineering Corporation in favor of Mortgagee to secure the Note.
2. UCC Financing Statement (Form 1) with Mortgagor, as debtor, and Mortgagee, as secured party, regarding the property described in the Mortgage.
3. Assignment of Leases, Rents, Security Deposits, and Interests in Guaranties dated April 28, 1987, made by Mortgagor in favor of Mortgagee assigning, for collateral purposes, all of Mortgagor's right, title and interest in and to the leases in respect of the Mortgaged Premises.
4. UCC Financing Statement (Form 1) with the Mortgagor, as debtor, and Mortgagee, as secured party, in respect of the leases described in the Assignment of Leases, Rents, Security Deposits and Interests in Guaranties.
5. Security Agreement dated April 28, 1987, made by the Mortgagor in favor of Mortgagee as additional and further security for payment of the Note and the other and additional indebtedness and obligations thereby secured.

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6. UCC Financing Statement (Form 8) with the Mortgagor, as debtor, and Mortgagee, as secured party, in respect of the property described in the Security Agreement.
 7. Collateral Assignment of Beneficial Interest and Security Agreement dated April 28, 1987, made by Beneficiary in favor of Mortgagee assigning for collateral purposes, all the right, title and interest of Beneficiary in and under the Trust Agreements.
 8. UCC Financing Statement (Form 1) with Beneficiary, as Debtor, and the Mortgagee, as Secured Party, in respect of the property described in the Collateral Assignment of Beneficial Interest and Security Agreement.
9. Guaranty Agreement dated April 28, 1987 made by William A. Melahn, as guarantor, in favor of Mortgagee.

Any term herein used but not defined shall have the same meaning as assigned to such term in the instrument to which this Exhibit is attached.

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