FILED FOR RECORD

ID 0740T
30240/3920

1990 SEP 12 PM 2:06

90444070

Peerless
9/11/90

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO:

90444070

Joy S. Goldman
SCHWARTZ & FREEMAN
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
(312) 222-0800

34.00

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of September 12, 1990, by PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation ("Borrower") of 313 South Kohlwing Road, Addision, Illinois 60101 and LASALLE NATIONAL BANK, as Trustee under a Trust Agreement dated January 2, 1962 and known as Trust No. 28644, 135 South LaSalle Street, Chicago, Illinois ("Trustee") in favor of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association ("Lender"), whose principal office is at LaSalle and Monroe Streets, Chicago, Illinois 60603.

R E C I T A L S

Lender is about to loan certain funds to Borrower and Borrower has executed in favor of Lender a certain Installment Note of even date herewith, in the principal amount of $4,500,000, which matures on September 1, 1991 as may be extended as provided therein (the "Note").

The Note is secured by, inter alia, a Mortgage and Security Agreement (the "Mortgage"), of even date herewith, encumbering the parcel of the real property legally described in Exhibit A attached hereto and the improvements located thereon (collectively, the "Mortgaged Property"); and

All or portions of the Mortgaged Property have been leased or subleased and Borrower or Trustee may hereafter enter into other leases, subleases or rental arrangements for all portions of the Mortgaged Property (all of which leases, existing leases, subleases and any subleases or renewals thereof, are collectively referred to as the "Leases"), all of which Leases, together with the rents, income, receipts, revenues, issues, royalties, contract rights, security deposits, benefits of every nature of and from the Mortgaged Property and profits now due or which may become due or to which Borrower may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not by way of limitation, forfeited security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax

90444070

Box 57

3 of 6

and insurance contributions, deficiency rents and liquidated damages following default, leases, rights, royalties and revenues arising as a result of mineral, oil and/or gas rights, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Mortgaged Property together with any and all rights and claims of any kind which Borrower or Trustee may have against any obligor under any of the Leases or any sub-tenants or assignees thereof, or any occupants of the Mortgaged Property (all such monies, rights and claims described in this paragraph being hereinafter referred to as the "Rents"), are deemed additional security for the payment of all sums due under the Note and for payment of "Borrower's Liabilities" and the performance of "Borrower's Obligations" (as those terms are defined in the Mortgage).

NOW, THEREFORE, to induce Lender to disburse the proceeds of the Note and to secure the payment of Borrower's Liabilities and the performance of Borrower's Obligations and the agreements contained herein, Borrower and Trustee do hereby absolutely set over, assign, transfer and convey to Lender, upon the terms and conditions set forth herein, all of Borrower's and Trustee's rights and interests of the Leases and Rents, together with any and all guaranties of the performance by any obligor under any of the Leases, and subject, however, to the limited right hereby granted by Lender to Borrower and Trustee to collect and receive all of said Rents prior to a "Default".

1. Borrower's License. So long as there shall not exist or have occurred a "Default" as defined in the Note, or an "Event of Default" as defined in the Mortgage (hereinafter collectively referred to as a "Default"), Borrower and Trustee shall have a license to collect all of the Rents, to be applied to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, to the cost of the maintenance of required insurance policies upon the Mortgaged Property, to any maintenance and repairs required by the Mortgage and to the payment of obligations under the Note and the Mortgage, before using any part of the Rents for any other purpose.

2. Verification of Leases. At all times Lender or any of its agents shall have the right to verify the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone or otherwise, in the name of Borrower, Trustee, Lender, their nominees or any of them.

3. Notice to Lender. From and after Lender's request, Borrower shall promptly upon Borrower's receipt or learning thereof: (i) inform Lender, in writing, of the assertion by any of the obligors under any of the Leases of any material claims or offsets or default of Borrower or Trustee as Landlord under the

Leases; and (ii) furnish to and inform Lender of all material adverse information relating to or affecting the financial condition of any obligor or guarantor of the Leases.

4. Rent Roll. From time to time upon the request of Lender, Borrower and/or Trustee shall deliver to Lender, in form and substance acceptable to Lender, detailed rent rolls of all the Leases and such other matters and information relating thereto as Lender may reasonably request, certified by Borrower.

5. Lender's Remedies. Upon the occurrence or existence of a Default, to the extent permitted under applicable law, Lender, at its sole election and in its sole discretion, may do or require any one or more of the following:

(i) Termination of Borrower's License. Borrower's and Trustee's rights to use the Rents shall terminate and any Rents then or thereafter coming into Borrower's and Trustee's possession are to be held in trust by Borrower and Trustee for the benefit of Lender and immediately delivered to Lender; thereafter, Borrower and Trustee shall have no rights to use the Rents without written consent of Lender. Immediately upon demand by Lender, Borrower and Trustee shall deliver to Lender the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Lender, which endorsement and/or assignment shall be in form and substance acceptable to Lender. If there are Leases not evidenced in written form, the most recent detailed certified rent roll shall be submitted to Lender immediately upon demand by Lender.

(ii) Collection of Rents. Lender, then or at any time or times thereafter, at its sole election, without notice thereof to Borrower, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases had been assigned to Lender, and Lender (in its name, in the name of Borrower or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Lender.

(iii) Borrower to Direct Payments to Lender. Borrower and Trustee, immediately upon demand by Lender, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Lender.

(iv) Lender's Right to Enforce Leases and Take Possession. Lender shall have the right at any time, at its sole election, without notice thereof to Borrower or Trustee, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the

Mortgaged Property or any part thereof in a reasonable business-like manner; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or assignee of any lessee; to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any costs or expense as Lender shall deem proper to protect the security hereof, as fully and to the same extent as Borrower or Trustee could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Lender may deem proper, and including payment of reasonable management, brokerage and attorneys' fees and expenses, in the name of Borrower, Trustee, Lender, their nominees, or any of them.

(v) Lender's Right to Accelerate. Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to Borrower, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note and the Mortgage.

(vi) Lender Designated as Attorney-in-Fact. Borrower and Trustee hereby irrevocably designates, makes, constitutes and appoints Lender (and all persons designated by Lender) as Borrower's true and lawful attorney and agent-in-fact, with power upon the occurrence or existence of a Default, without notice to Borrower and at such time or times thereafter as Lender, at its sole election, may determine, in the name of Borrower, Lender or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Borrower's and Trustee's rights, interests and remedies in and under the Leases and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the Leases and Rents; (g) to prepare, file and sign Borrower's or Trustee's name on any Proof of Claim in Bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Borrower or Trustee upon any payment or proceeds of the Rents and to deposit the same to the account of Lender; and (i) to do all acts and things necessary, in Lender's sole discretion, to carry out any or all of the foregoing. Lender's power under this Assignment shall be coupled with an interest and shall be irrevocable until all of the indebtedness evidenced by the Note has been paid.

(vii) Use of Rents by Lender. The foregoing payments and proceeds received by Lender shall be applied first to

such obligations of Borrower with respect to the Mortgaged Property or the operation or business thereof as Lender, at its sole election, shall determine appropriate or warranted under the then existing circumstances. Any remainder shall be utilized by Lender, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be applied to any of Borrower's Obligations and Liabilities under the Note and/or the Mortgage, in such manner and fashion and to such portions thereof as Lender, at its sole election, shall determine, or (b) to be remitted to Borrower.

(viii) Other Remedies. Lender may also exercise any other rights and remedies then available under any applicable laws and all rights and remedies hereunder and thereunder shall be cumulative and concurrent and may be pursued separately, successively or together in Lender's sole discretion.

6. Warranties, Representations and Agreements of Borrower. Borrower agrees, represents and warrants as follows:

(a) Ownership/No Assignments or Defaults. Borrower is the owner in fee simple absolute of Parcels 1 through 4 of the Mortgaged Property described on Exhibit A and is the holder of the leasehold estate described as Parcel 5 of the Mortgaged Property on Exhibit A. Trustee is the holder of the leasehold estate described as Parcel 6 of the Mortgaged Property on Exhibit A. Each of Borrower and Trustee have good title to the Leases and Rents hereby assigned, and good right to assign their respective interests therein, and no other person, firm or corporation has any right, title or interest in the Leases and Rents. Neither Trustee nor Borrower shall pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents. No payment of any Rents has not been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised, and the obligor under any existing lease is not in default of any of the terms thereof.

(b) Unpermitted Borrower Actions Regarding Leases. Neither Trustee nor Borrower has and shall not (i) receive or collect any funds (except security deposits) or any of the Rents for a period of more than one month in advance (whether in cash or by promissory note), or (ii) waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor under any Lease, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein, (iii) subordinate or consent or permit to the subordination of any Lease or right to receive Rents to any encumbrance; (iv) modify the terms of any guaranty of any Lease; (v) consent to any assignment or subletting under any Lease having an unexpired

term of more than one year, whether or not in accordance with its terms; (vi) make any settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code or other similar federal, state or local statute.

(c) Borrower Enforcement and Performance of Leases. Borrower and Trustee shall fully observe and perform the obligations, agreements, conditions and warranties of the Note, the Mortgage, and the Leases on the part of Borrower and Trustee to be kept, observed and performed by each of them, and Borrower shall give prompt notice to Lender of any failure on the part of Borrower or Trustee to observe, perform and discharge same. Borrower and Trustee shall enforce or secure in the name of the Lender the performance of each and every obligation, term, covenant, condition and agreement in each of the Leases by any obligor thereof to be performed. Borrower and Trustee shall appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Borrower and Trustee and/or any obligor thereunder, and, upon request by Lender, will do so in the name and behalf of Lender but at the expense of Borrower.

7. Costs. If Lender institutes proceedings or takes other actions to enforce its rights and remedies under this Assignment, or if Lender shall be made a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) in any way relating to this Assignment, or if Lender shall incur or pay any expenses, costs, charges or attorneys' fees and expenses by reason of the employment of counsel for advice with respect to this Assignment (except in the ordinary course of administering the loan evidenced hereby), and whether in court proceedings or otherwise, such expenses and all of Lender's reasonable attorneys' and paralegals' fees and expenses shall be secured by the rights and interests granted herein, payable on demand and shall bear interest at the Default Rate specified in the Note.

8. Default. In the event any representation or warranty of Borrower or Trustee shall be found to be untrue, incomplete or inaccurate in any material respect, or Borrower or Trustee shall fail to observe or perform any obligation, agreement, or condition herein (which continues for thirty (30) days after written notice thereof to Borrower), then, in each such instance, the same shall constitute and be deemed to be an Event of Default under the Mortgage. Upon the occurrence of such default hereunder or the occurrence of a Default, Lender shall have the right to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

9. No Liability on Lender. The acceptance by Lender of this Assignment, with all of the rights, powers, privileges and

authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Lender, be deemed or construed to constitute Lender a mortgagee in possession nor thereafter or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by any obligor thereunder and not assigned and delivered to Lender, nor shall Lender be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property; and the collection of Rents and application as provided above and/or the entry upon and taking possession of the Mortgaged Property shall not cure or waive, modify or affect any notice of Default so as to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that the collection and application of the Rents as provided above may have cured for the time the original Default. If Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default, whether of the same or a different nature.

10. Indemnity of Lender. Borrower and Trustee hereby agrees to indemnify and hold Lender harmless of, from and against any and all liability, loss, damage or expense which Lender may or might incur by reason of this Assignment, or for any action taken by Lender hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Borrower and Trustee, but not delivered to Lender, for any period under any of the Leases more than one month in advance of the due date thereof. Should Lender incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees and expenses) shall constitute additional indebtedness of Borrower owed to Lender, be payable by Borrower upon demand, shall bear interest at the Default Rate set forth in the Note from the date of Lender's payment thereof until repaid to Lender.

11. No Waiver. The failure of Lender to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver by Lender of any of its rights and remedies hereunder, under the Note or the Mortgage or under appliable law. The right of Lender to collect said indebtedness and to enforce any other security therefor may be exercised by

Lender, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Note or the Mortgage.

12. Future Leases. Unless otherwise agreed to by Lender, all Leases shall specifically provide that such Leases are subordinate to the Mortgage and this Assignment and that the tenants thereunder attorns to Lender and its successors or assigns, effective upon acquisition of title to the Mortgaged Property.

13. Miscellaneous.

(a) Delivery of Copies of Leases. Until payment in full of all of Borrower's Liabilities (as defined in the Mortgage), Borrower and Trustee will, upon Lender's request, deliver to Lender executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all specific assignments thereof that the Lender may reasonably deem to be advisable for carrying out the purposes and intent of this Assignment.

(b) Release of Assignment. Upon payment in full of all of Borrower's Liabilities, this Assignment shall become and be void and of no further effect.

(c) Notice. Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request delivered in accordance with the terms of the Mortgage.

(d) Successors and Assigns. The provisions herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and their lessees, subtenants and assigns and all occupants and subsequent owners of the Mortgaged Property, and all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

(e) Rights of Lender Cumulative. The rights and remedies of Lender under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Lender under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

Lender, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Note or the Mortgage.

12. Future Leases. Unless otherwise agreed to by Lender, all Leases shall specifically provide that such Leases are subordinate to the Mortgage and this Assignment and that the tenants thereunder attorns to Lender and its successors or assigns, effective upon acquisition of title to the Mortgaged Property.

13. Miscellaneous.

(a) Delivery of Copies of Leases. Until payment in full of all of Borrower's Liabilities (as defined in the Mortgage), Borrower and Trustee will, upon Lender's request, deliver to Lender executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all specific assignments thereof that the Lender may reasonably deem to be advisable for carrying out the purposes and intent of this Assignment.

(b) Release of Assignment. Upon payment in full of all of Borrower's Liabilities, this Assignment shall become and be void and of no further effect.

(c) Notice. Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request delivered in accordance with the terms of the Mortgage.

(d) Successors and Assigns. The provisions herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and their lessees, subtenants and assigns and all occupants and subsequent owners of the Mortgaged Property, and all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

(e) Rights of Lender Cumulative. The rights and remedies of Lender under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Lender under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

9 3 4 4 4 3 7

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED Sept 12 1992 (UNDER TRUST NO.) 28644

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Not and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrent, indemnify, defend title nor is it responsible for any environmental damage.

14. Choice of Law. This Assignment shall be governed as by the laws and decisions of the State of Illinois.

IN WITNESS WHEREOF, the Borrower and Trustee has executed this Assignment as of the day and year first above set forth.

TRUSTEE:
LaSALLE NATIONAL TRUST, N.A. Successor Trustee to
LASALLE NATIONAL BANK, as
Trustee aforesaid

By _____
Its ASSISTANT VICE PRESIDENT

Attest:

By: _____
Its: ASSISTANT SECRETARY

BORROWER:

PEERLESS WEIGHING AND VENDING
MACHINE CORPORATION, a
Delaware corporation

By _____
Its _____

14. Choice of Law. This Assignment shall be governed as by the laws and decisions of the State of Illinois.

IN WITNESS WHEREOF, the Borrower and Trustee has executed this Assignment as of the day and year first above set forth.

TRUSTEE:

LASALLE NATIONAL BANK, as Trustee aforesaid

By _____
Its _____

Attest:

By: _____
Its: _____

BORROWER:

PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation

By _____
Its VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ _____, personally known to me to be the _____ _____ of PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and acknowledged that as such officer he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 1990.

_____
Notary Public

My Commission Expires: [SEAL]

9 0 4 4 4 3 / 7

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, HARRIET DENISEWICZ, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and [illegible], Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 12 day of SEPTEMBER, 1990

Harriet Denisewicz
NOATY PUBLIC

My Commission Expires:

Form NX0135

"OFFICIAL SEAL"
Harriet Denisewicz
Notary Public, State of Illinois
My Commission Expires [illegible]

90411070

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Mary Ann Scriba, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David C. Rockik, personally known to me to be the Vice President of PEERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me and acknowledged that as such officer he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation.

GIVEN under my hand and notarial seal this 12th day of September, 1990.

Mary Ann Scriba
Notary Public

My Commission Expires: [SEAL]

"OFFICIAL SEAL"
MARY ANN SCRIBA
Notary Public, State of Illinois
My Commission Expires June 27, 1991

90444070

EXHIBIT "A"

TO

ASSIGNMENT OF LEASES AND RENTS

DESCRIPTION OF PROPERTY

PARCEL 1:

THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 1/2 OF LOT 2 (EXCEPT FROM SAID LAND THE EAST 9 FEET THEREOF FOR ALLEY) IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ALSO THE EAST 40 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 2/3 OF LOT 6 IN BLOCK 5 IN FRACTIONAL SECTION 15, (EXCEPT THAT PART THEREOF TAKEN OR USED FOR ALLEY) IN TOWNSHIP 39 NORTH RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY S. LEONARD BOYCE TO RALPH C. OTIS DATED MARCH 1, 1906 AND RECORDED ON JANUARY 14, 1908 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 4144371 WITH RESPECT TO A PORTION OF THE LAND DESCRIBED AS PARCEL 1.

PARCEL 6:

ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY TOFFENETTI RESTAURANT COMPANY, INC. TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 28644 DATED JANUARY 24, 1962 AND RECORDED ON FEBRUARY 1, 1962 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 18390587 WITH RESPECT TO THE LAND DESCRIBED AS PARCEL 4.

ADDRESS: 207 South Wabash, Chicago, Illinois
221-223 South Wabash, Chicago, Illinois
63-67 East Adams, Chicago, Illinois
209-219 South Wabash, Chicago, Illinois

PIN: 17-15-105-001
17-15-105-002
17-15-105-003
17-15-105-004
17-15-105-005
17-15-106-006