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COLLATERAL ASSIGNMENT OF LEASE

\$ 16.00

CCD Enterprises, Inc., an Illinois corporation (the "Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable considerations paid by First American Bank (the "Assignee"), assigns to Assignee, all its right, title and interest as Landlord in and to the lease (the "Lease") with the Lessee ("Lessee") described in Exhibit B, together with any extensions, modifications or renewals of the Lease, guarantees of Lessee's performances, and any further leases upon all or any part of the Premises described on Exhibit A; and together with the rent reserved in the Lease and all other rents, income, receipts, revenues, issues and profits issuing from all or any part of the Premises, whether due or to become due ("Rents").

The purpose of this assignment is to secure the obligations of Assignor to Assignee (the "Secured Indebtedness") arising under the Promissory Note of even date herewith in the principal amount of Four Hundred Eighty Thousand and No/100 Dollars (\$480,000); the Loan and Security Agreement of even date herewith between assignor and Assignee ("Loan Agreement"); the payment of any other present or future indebtedness of the Assignor to the Assignee, evidenced by any other notes or any agreement modifying, extending or consolidating the Loan Agreement or any collateral document created pursuant to that agreement; and the performance of every obligation, and payment of all other sums which may become due and payable, under the provisions of this Assignment or of the Loan Agreement or Loan Documents (as defined in the Loan Agreement).

ASSIGNOR REPRESENTS AND COVENANTS AS FOLLOWS:

1. Good Title. The Assignor has good title to the Lease, and the good right to assign the same; and no person, firm or corporation other than Assignor and the Lessee have any right, title or interest in the Lease or the Premises.
2. Valid Lease. The Lease is valid, in full force and effect, and unmodified, except as specified in Exhibit B; there are no defaults under the Lease; and no acts or omissions have occurred which would with the lapse of time or the giving of notice, or both, constitute an event of default under the Lease.
3. No Prior Assignments. Neither the Lease nor the Rents have been sold, assigned, pledged, anticipated, waived, discharged or compromised; no advance collection of Rents has been made; and no further sale, assignment, pledge, anticipation, waiver, discharge or compromise of the Lease or Rents shall be made. Any Rents are payable at the direction of Assignee.

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4. Compliance with Lease. Assignor will comply with the terms, covenants, and conditions of the Lease and, at its sole cost and expense, secure compliance by the Lessee.

5. No Lease Modifications. Without the prior written consent of Assignee, Assignor will not: modify or waive the terms and conditions of the Lease, and, without limiting the generality of the foregoing, reduce Rents or shorten the term of the Lease; or consent to any cancellation of the Lease or surrender of the Premises, nor to any assignment or subletting of the Premises. Any of the above action taken without Assignee's consent shall be voidable as to Assignee, at its option.

6. No Merger. The acquisition of the Landlord's estate by the Lessee, in any manner whatsoever, shall not cause, or operate as a merger of the Lessee's leasehold estate, or the demised term, with the Landlord's estate.

7. Duty to Defend. Assignor will appear in and defend any action or proceeding arising out of the Lease or its duties as Landlord, at its sole cost and expense, and it will indemnify Assignee from all claims asserted and all liability, loss or expense incurred by virtue of the Lease or this Assignment, including costs, expenses and attorneys' fees in any action or proceeding in which Assignee may appear.

8. No Assumption By Assignee. Neither acceptance of this Assignment, nor the exercise of any rights granted under this Assignment, shall obligate Assignee to take any action with respect to the Lease or the Premises, nor shall Assignee be deemed mortgagee in possession; no act or omission of Assignee with respect to the Loan Documents, this Assignment or any other security for the debt shall be deemed a waiver of any rights or remedies which Assignee may have under such instruments, or under any applicable state law.

9. Binding on Parties. This Assignment applies to, inures to the benefit of, and binds Assignor and its successors and assigns.

Dated as of December 21, 1990.

CCD ENTERPRISES, INC.

ATTEST:

By: Newton L. Archer, Jr.
Newton L. Archer, Jr.
Its: Secretary

By: James Archer
James Archer
Its: Vice President

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ACKNOWLEDGMENT

The undersigned, being the Lessee under the Lease described in Exhibit B hereto, hereby acknowledges and consents to the above Collateral Assignment of Lease and confirms that all of the representations herein are true and correct. Lessee will fully cooperate with the Assignee in the exercise of its rights and powers hereunder. Lessee acknowledges the validity and enforceability of this Collateral Assignment of Lease, and that this Acknowledgement is binding on it and its successors and assigns.

CHICAGO CUTTING DIE CO.

ATTEST:

By: *Newton L. Archer, Jr.*
Newton L. Archer, Jr.
Its: Secretary

By: *James Archer*
James Archer
Its: Vice President

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

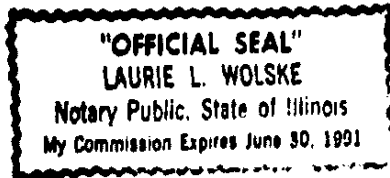
I, Laurie L. Wolske, a Notary Public in and for the County and State shown above, DO HEREBY CERTIFY that James Archer and Newton L. Archer, Jr., of CCD Enterprises, Inc. are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of such corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 1990.

Laurie L. Wolske
Notary Public

My Commission Expires:

6/30/91



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

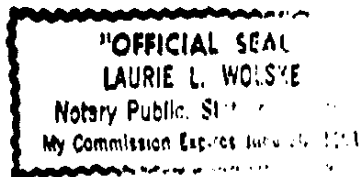
I, Laurie L. Wolske, a Notary Public in and for the County and State shown above, DO HEREBY CERTIFY that James Archer and Newton L. Archer, Jr. of Chicago Cutting Die Co. are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary of such corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal this 21st day of December, 1990.

Laurie L. Wolske
Notary Public

My Commission Expires:

6/30/91



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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 THROUGH 13, BOTH INCLUSIVE, IN BLOCK 10 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 41 THROUGH 46, BOTH INCLUSIVE, IN BLOCK 11 IN CLYBOURN AVENUE ADDITION TO LAKEVIEW AND CHICAGO, IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No

14-30-107-024-0000
14-30-107-025-0000
14-30-107-026-0000
14-30-107-027-0000
14-30-107-028-0000
14-30-113-005-0000
14-30-113-006-0000
14-30-113-007-0000
14-30-113-008-0000
14-30-113-009-0000
14-30-113-010-0000
14-30-113-011-0000
14-30-113-012-0000
14-30-113-040-0000

2332 W Nelson
Chicago, IL

Return to

Ellie N. MacGiblin
Mc Bride Baker & Callie
Northwestern Alumni Center
500 W. Madison, 40th floor
Chicago, IL 60604
Box 184

90621083

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EXHIBIT B

LEASE

Industrial Building Lease between CCD Enterprises, Inc., as Lessor,
and Chicago Cutting Die Co., as Lessee, dated September 28, 1990,
as amended by Amendment of Lease dated December 21, 1990.

Property of Cook County Clerk's Office