

COOK COUNTY ILLINOIS  
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ASSIGNMENT OF LEASE AGREEMENT

**\$16.00**

This Assignment of Lease Agreement is made and entered into this 22nd day of June, 1990, by and between TECH STEEL AND ALLOY CORPORATION, an Illinois corporation, 7545 Santa Fe Drive, Hodgkins, Illinois ("Assignor"), VERNON INTERNATIONAL GROUP, INC., a Delaware corporation, 539 West Wrightwood Avenue, Elmhurst, Illinois ("Assignee") and HERITAGE-PULLMAN BANK AND TRUST COMPANY, as Trustee, an Illinois banking corporation ("Lessor").

WITNESSETH:

WHEREAS, Assignor is the lessee under that certain Lease Agreement with the Village of Hodgkins, a municipal corporation of Illinois, lessor, dated as of July 1, 1980, for the premises commonly known as 7545 Santa Fe Drive, Hodgkins, Illinois for a term of years beginning on the delivery date of the Lease Agreement and ending July 1, 1995, or, if the bond therein referred to has not been fully paid and retired, on such date as such payment or provision for payment shall have been made and in any case on July 1, 2020, which Lease Agreement was recorded on August 20, 1980 as Doc. No. 25554446 and which Lease Agreement was assigned to Lessor under a Mortgage and Indenture of Trust dated as of July 1, 1980 which was recorded on August 20, 1980 as Doc. No. 25554445 (the "Lease Agreement");

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Lease Agreement including the option to purchase set forth therein, on the terms and conditions contained in and made a part of such Agreement, Assignee desires to accept the same and Lessor has consented to the proposed Assignment all on and under the terms, conditions and covenants herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, and other good and valuable consideration, the receipt and adequacy which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor transfers, assigns, conveys, grants and sets over to Assignee all of Assignor's right, title and interest in, to and under the Lease Agreement, which demises the property described as follows:

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Lot 1 in the Santa Fe Hodgkins-Willow Springs Industrial District Unit Seven, being a subdivision in the South 1/2 of Section 28, Township 38 North, Range 12 East of the third principal meridian, according to the plat thereof recorded July 22, 1980 as Document 25522846, in Cook County, Illinois

including all of Assignor's right, title and interest, in, to and under the right to purchase fee simple title to the demised property on the terms contained in and made a part of the Lease Agreement ("Leasehold Estate").

2. Acceptance. Assignee accepts the assignment of all Assignor's right, title and interest in, to and under the Lease Agreement and assumes and agrees to make all payments and to perform and to keep all covenants and agreements of lessee under the Lease Agreement due or arising after the date hereof. Assignee agrees that Lessor shall be entitled to enforce against the Assignee every term, covenant and obligation under the Lease Agreement with the same force and effect as if the Assignee was originally named lessee therein, provided that Assignee's liabilities and obligations hereunder are limited to those liabilities and obligations arising on or after the date hereof.

3. Assignor's Agreements. Assignor represents and warrants that on the date hereof (1) Assignor is the lawful owner of the Leasehold Estate and has good right and full power and authority to convey and transfer the same to Assignee; (2) that the Leasehold Estate is free from all liens and encumbrances except for the Permitted Exceptions set forth on Exhibit A attached hereto; (3) the Lease Agreement is in full force and effect and all sums due and payable under the Lease Agreement as of the date hereof have been paid; (4) the Lease Agreement has not been previously assigned, subleased, extended, modified, or amended, except as noted therein; (5) Assignor is not in default under any of the obligations or terms of the Lease Agreement and no facts or circumstances exist which with the passage of time or giving of notice would constitute or give rise to a default under the Lease Agreement; and (6) Lessor is not in default under any of the terms or provisions of the Lease Agreement. Assignor agrees that Assignee, its successors and assigns shall at all times have quiet and peaceable use, possession and enjoyment of the demised property, and Assignor agrees to defend the title to the Leasehold Estate in Assignee, its successors, and assigns, against all persons who may claim the same. Assignor agrees to indemnify and hold harmless Assignee from any liabilities, costs, damages, or expenses (including attorneys' fees and expenses) arising with respect to or arising out of any breach by Assignor of the foregoing representations, warranties, and agreements.

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4. Assignor's Reaffirmation. Assignor reaffirms, ratifies and agrees to remain liable for all covenants, obligations, and agreements of the lessee under the Lease Agreement both before and after the date hereof, through the remainder of the original term and any extended term of the Lease. Assignor shall not be released from any liability whatsoever under the Lease Agreement by any further assignment, subleasing or amendment of the Lease Agreement, whether or not Assignor has received notice or has consented to the same and shall remain liable for the performance of all terms and provisions thereunder as so assigned, subleased or amended. Assignor waives all right to any and all notice of the extension of the term of the Lease Agreement, of any further assignment, subleasing, pledging, or hypothecation of the Leasehold Estate, or of covenants or conditions breached by, or all rent or money due from Assignee, its successors or assigns. Lessor's exercise of any remedy against Assignee shall not preclude Lessor from the exercise of the same or other remedies at the same or different times against Assignor.

5. Lessor's Consent. Lessor agrees to this Assignment of Lease Agreement and the Leasehold Estate to Assignee and accepts Assignee as lessee under the Lease Agreement.

6. Other Terms. Except as amended herein, all terms and conditions of the Lease Agreement shall remain in continuing full force and effect. In the event of any inconsistency between the Lease Agreement and this Assignment, the latter shall govern and control. This Assignment may be amended, modified or cancelled only by an instrument in writing signed by all parties hereto.

7. Successors. Except as herein and otherwise provided, this Assignment shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

Tech Steel and Alloy Corporation,  
an Illinois corporation

By: Louis M. Venture  
Louis M. Venture, President

Attest: Norman A. Venture

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**ASSIGNEE:**

Verson International Group, Inc., a  
Delaware Corporation

By: Stephan S. Tolson

Its: Vice President

Attest: [Signature]

Asst Secretary

**LESSOR:**

Heritage-Pullman Bank and Trust  
Company, as Trustee, an Illinois banking  
corporation

By: [Signature]

Attest: [Signature]

Asst Secretary

This document was prepared by and after  
recording should be returned to:

Amy L. Kurland  
Schwartz & Freeman  
401 North Michigan Avenue, Suite 3400  
Chicago, Illinois 60611  
(312) 222-0800  
T4076250.200

Common Address: 7545 Santa Fe Drive,  
Hodgkins, Illinois 60525

Permanent Index Nos. 18-28-300-045, 18-28-300-010

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**PERMITTED EXCEPTIONS TO ASSIGNMENT OF LEASE  
DATED JUNE 22, 1990  
BETWEEN TECH STEEL AND ALLOY CORPORATION, ASSIGNOR  
AND VERSON INTERNATIONAL GROUP, INC., ASSIGNEE**

1. MORTGAGE AND INDENTURE OF TRUST DEED AS OF JULY 1, 1980 AND RECORDED AUGUST 20, 1980 AS DOCUMENT 25554445 MADE BY THE VILLAGE OF HODGKINS, A MUNICIPAL CORPORATION OF ILLINOIS TO HERITAGE/PULLMAN BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO SECURE INDUSTRIAL BUILDING REVENUE BOND, SERIES A (TECH STEEL PROJECT) IN THE AMOUNT OF \$1,500,000.00.
2. EASEMENT TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A CORPORATION OF KANSAS, DATED APRIL 5, 1957 AND RECORDED OCTOBER 2, 1957 AS DOCUMENT 17 026 902.
3. EASEMENT CREATED BY GRANT OF EASEMENT FROM SANTA FE LAND IMPROVEMENT COMPANY TO THE VILLAGE OF HODGKINS RECORDED JANUARY 31, 1980 AS DOCUMENT 25 344 925.
4. EASEMENT ESTABLISHED BY CASE 71C0471 AND AS DELINEATED ON THE EXHIBIT SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY., ORDER NO. 8004020, REVISED MAY 28, 1980 AND AS SHOWN ON THE PLAT OF SUBDIVISION AFORESAID.
5. RIGHT OF WAY FOR DRAINAGE TITLES, DITCHES, FEEDERS AND LATERALS, IF ANY, AND FOR A DITCH ALONG THE NORTHEASTERLY LINE OF THE LAND AS DISCLOSED BY SURVEY MADE BY CHICAGO GUARANTEE SURVEY COMPANY., ORDER NO. 8004020, REVISED MAY 28, 1980 AND AS SHOWN ON THE PLAT OF SUBDIVISION AFORESAID.
6. LICENSE FOR SHELL OIL COMPANY PIPE LINE PURSUANT TO UNRECORDED LICENSE AGREEMENT DATED JANUARY 2, 1973 AS DISCLOSED BY THE PLAT OF SUBDIVISION AFORESAID RECORDED AS DOCUMENT 25 522 846.
7. EASEMENT TO THE VILLAGE OF HODGKINS, ILLINOIS, AS CREATED BY RESERVATION IN THE DEED FORM FROM SANTA FE LAND IMPROVEMENT COMPANY, A CORPORATION OF CALIFORNIA, TO TECH STEEL & ALLOY CORPORATION RECORDED AUGUST 15, 1980 AS DOCUMENT 25549158.
8. ASSIGNMENT OF LESSOR'S INTEREST IN ANY INCOME AND REVENUES DERIVED UNDER SAID LEASE CONTAINED THEREON TO HERITAGE/PULLMAN BANK AND TRUST COMPANY UNDER THE MORTGAGE AND INDENTURE OF TRUST DATED AS OF JULY 1, 1980 AS SHOWN IN LEASE RECORDED AS DOCUMENT 25554446 ON AUGUST 20, 1980.

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