

1991 FEB - | PM 3: 54

91049471

ASSIGNMENT OF RENTS AND LEASES

91049471

THIS ASSIGNMENT is made as of January 1, 1991 by and between LASALLE NATIONAL TRUST, N.A., as trustee under trust agreement dated December 7, 1990 and known as Trust No. 115966 (the "Trustee") and INDUSTRIAL PROPERTIES GROUP, an Illinois general partnership (the "Beneficiary") (collectively, the Trustee and the Beneficiary are referred to herein as the "Assignor"), having an address of 7760-7800 West 60th Place, Summit, Illinois to and for the benefit of LASALLE NATIONAL BANK, a national banking association, whose mailing address is 120 South LaSalle Street, Chicago, Illinois 60603 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of the fee simple estate in and to the real estate described in <u>Exhibit A</u> attached hereto and by this reference incorporated herein (the "Property"); and,

V.HIREAS, Assignee is the holder of the following notes:

- 1. Fromissory Note dated as of June 22, 1990 signed by Robert Paluch, Paluch & Assoc., Ronald Trainand Rudolph Tarra in the principal amount of \$850,000, as extended by an Extension Note dated as of January 1, 1991 in the principal amount of \$750,833.31; and
- 2. Term Nor dated as of January 1, 1991 in the original principal amount of \$755,546.24 (collectivity, the "Notes"),

which Notes are secured by a nortgage (the "Mortgage") encumbering the Property and by other collateral documents in favor of Assignee (collectively, the "Loan Documents");

NOW, THEREFORE, fo. the purpose of securing payment of the indebtedness evidenced by the Notes and the Loan Documents, and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Notes and the aforesaid Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Notes and Loan Documents, and also in consideration of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged; it is hereby agreed as follows:

- 1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Notes, does nereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in a id to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to the leases listed on Exhibit B attached hereto and any leases which may be rereafter entered into for all or any portion of the Property (collectively, the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Notes or under any other Loan Document (each such notice is hereinafter referred to as the "Notice") Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property.
- 2. Representations. Assignor represents and warrants that: (i) there is no lease in effect with respect to the Property which is not listed on Exhibit B; (ii) it has made vo prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases; (iii) no default exists in any of the Leases and there exists no state of fact which, with the giving of Notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed; (iv) none of the Leases have been modified or extended except as may be noted in Exhibit B; (v) Assignor is the sole owner of the landlord's interest in the Leases; (vi) the Leases are valid and enforceable in accordance with their terms; and (vii) no prepayment of

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Harrison J. McCown, Esq. LaSalle National Bank 120 S. LaSalle Street Chicago, Illinois 60603 PERMANENT REAL ESTATE TAX IDENTIFICATION NOS.

18-13-302-028+032; 18-13-303-007+036

PROPERTY ADDRESS:

7760-7800 West 60th Place Summit, Illinois

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any installment of rent for more than one (1) month due under any of the Leases has been received by Assignor.

- 3. Negative Covenants of Assignor. Assignor will not without Assignee's prior written consent, (i) execute any lease of all or any part of the Property without the prior written consent of Assignee; (ii) modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.
- Affirmative Covenants of Assignor. Assignor on and after title is conveyed to it will at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, goving out of or in any manner connected with the Leases of the obligations, duties or liabilities of Assignor, as Lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear (i') transfer and assign to Assignee any and all Leases subsequently entered into, upon the same (e) ms and conditions as are herein contained, and make, execute and deliver to Assignee upon de and any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ron (10) days after a request by Assignee to do so, a written statement containing the name of all lessees of the Property or any part thereof, the terms of their respective Leases, the space occur is and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to he satus thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property of any part thereof; and (viii) pay imm dialely upon demand all sums expended by Assignee under the authority hereof, together with ince at thereon at the default rate as provided in the Mortgage.
- 5. Agreement of Assignor. (r) Should Assignor fail to make any payment or to do any act as herein provided for, then Assigned, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Assignee, and also the right to perform and discharge each and every obligation, covenant and egreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.
- (b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, not does it hereby undertake to perform or discharge, my obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may or asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claim. In demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable atterness' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, together with interest thereon at the default rate as provided in the Mortgage.
- (c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.
- (d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.
- (e) Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

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- (f) Assignor hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.
- (g) In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages, hall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such theck, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.
- Default. Of on, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Notes or any of the Loan Documents, Assignee may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness herely secured, either in person, or by agent with or without bringing any action or proceeding, or oy receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profit, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as A signee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be p.o. ecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, prof is and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Notes Assignor agrees that it will facilitate in all reasonable ways Ass gnee's collection of said rents, and will, upon request by Assignce, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.
- Assignce's Right to Exercise Remedies. No remedy confer ed upon or reserved to Assignee herein or in the Loan Documents or the Notes or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and in the Notes or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and infremeder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power an remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.
- 8. Defeasance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Notes or Loan Documents, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use an enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Notes and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms of conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

- 9. <u>Miscellaneous</u> (a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.
- (b) The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, lessees and sub-lessees of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.
- (c) As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.
- (d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.
- (e) In the event any one or more of the provisions contained in this Assignment or in the Notes, or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforr at le in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contain herein or therein.
- (f) This Assignment shall be governed by and construed in accordance with the laws of the State in which the P operty is located.
- (g) Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage proprid certified or registered mail, return receipt requested, to the above-stated addresses of the Assignor, or to such other address as Assignor may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.
- (h) The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns the cof. The gender and number used in this Assignment are used as a reference term only and shall apply the same effect whether the parties are of the masculine or feminine gender, corporate or o'ner form, and the singular shall likewise include the plural.
- (i) This Assignment is executed by LASALLF NATIONAL TRUST, N.A., not personally but as trustee as aforesaid in the exercise of the power at d authority conferred upon and vested in it as such trustee (and said trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Notes contained shall be construed as creating any liability on faid trustee personally hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or benefiter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

Attest:

Ву: ____

Is: Lossestant Sepretary

LASALLE NATIONAL TRUST, N.A.,

as trustee as aforesaid no nut proceeding

INDUSTRIAL PROPERTIES GROUP,

an Illinois general partnership

Robert Paluch a general partner Robert G. Peluch The

By: Ronald/Kral, a general partner

By: Kully Tama

Rudolph Tarla, a general partner

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STATE OF ILLINOIS)
COUNTY OF COOK) SS)
	V. At. O
I,	Kathy Pacana
Public in and tonsing the	w. LANG and Rosemary Colling and known by me to be the
personally known/to me	and known by me to be the President and ary respectively of LASALLE NATIONAL TRUST, N.A., as trustee as
aforesaid, in whose name	the above and foregoing instrument is executed, appeared before me this
	wledged that they signed and delivered the said instrument as their free the free and voluntary act of said corporation, as trustee as aforesaid, for
the uses and purposes the	the free and voluntary act of said corporation, as trustee as aforesaid, for erein set forth, and the said
	that he, as custodian of the corporate seal of said corporation did affix said instrument as his free and voluntary act and as the free and
	poration, for the uses and purposes therein set forth.
GIVEN under my	y hand and Notarial Scal this 30th day of 50NUNNY,
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	July Vacara
200	Notary Public (
My Commission Expires:	
*OFFICIA	SEAL!"
Kathy	Parana
Notary Public, My Commission Exp	
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emamm on at a blose	
STATE OF ILLINOIS)
COUNTY OF COOK) 4/2
1. William 1	A. Towle , a Notary Public and for the said County, in the
State aforesaid, DO HER.	EBY CERTIFY that KOBERT PALOTE, personally known to me to be
	me is subscribed to the foregoing instruction, as a general partner of ip, acknowledged that he signed and delivered the said instrument as his
	the uses and purposes therein set forth.
GIVEN under my	hand and notarial scal this 300 day of January, 1991.
	hand and notarial scal this 301 day of Jitmay, 1991. "OFFICIAL SEAL" WILLIAM H. TOWLE WILLIAM H. TO
	COUNTY OF COOM, STATE OF ILLINOIS NY COMMISSION EXPIRES SEPT. 14, 1991 NOTARY Public
	MY COMMISSION EXTERNAL
STATE OF ILLINOIS	
COUNTY OF COOK	
	,
1.21115	11 - 16
I, <u>VVI [[[26]</u>	H. lowle, a Notary Public and for the said County, in the BY CERTIFY that RONALD KRAL, personally known to me to be the
same person whose name i	s subscribed to the foregoing instrument, as a general partner of
	p, acknowledged that he signed and delivered the said instrument as his the uses and purposes therein set forth.
GIVEN under my	"OFFICIAL SEAL" "OFFICIAL SEAL" WILLIAM H. TOYALE WILLIAM H. TOYALE
٢	"OFFICIAL SEAL"
1	Notary Public Notary Public
	NOTARY PUBLIC NOTARY Public COUNTY OF COOK, STATE OF ILLINOIS NOTARY Public MY COMMISSION EXPIRES SEPT. 14, 1991
	MY COMMISSION 55

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STATE OF ILLINOIS)
COUNTY OF C O O K)
I, Willam A. Towle, a Notary Public and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RUDOLPH TARRA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as a general partner of Industrial Properties Group, acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 300 day of, 1991.
"OFFICIAL SEAL" WILLIAM H: TOWILE NOTIARY PUBLIC COUNTY OF COOK, STATE OF HLINOIS ANY COMMISSION EXPIRES SEPT. 14, 1991
HJM:mk H12306.AGR January 25, 1991
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COPPE CO



PAGE 1 OF 2 PAGES

PARCEL 1:

LOT 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 8, 215 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 8; THENCE NORTHEASTERLY 91 DEGREES 36 MINUTES, AS MEASURED FROM THE WEST LINE TO THE NORTH EAST, 234.6 FEET, TO A POINT ON THE WESTERLY LINE OF LOT 10 IN JALOVEC'S SUBDIVISION OF LOT 7 AND PART OF THE LOT 8 IN THE AFOREMENTIONED RESUBDIVISION OF LOTS

1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION, SAID POINT BEING 26 FEET NOPTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 10; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 10 IN JALOVEC'S SUBDIVISION, 129.09 FEET TO THE NORTH LINE OF AFORESAID LOT 8, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 350 FEET OF THE NORTH 588.50 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF ARCHER ROAD (AVENUE) OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL PERIDIAN, IN COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: BECKNING AT A POINT ON THE SOUTH LINE OF SAID SOUTH 350 FEET, 492.81 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH 350 FEET; THENCE WEST ON SAID SOUTH LINE OF SAID SOUTH 350 FEET, 188.03 FEET TO A POINT (SAID POINT FZING 10 FEET EASTERLY OF, BY RECTANGULAR MEASUREMENTS, OF AN INDUSTRY LAD TRACK KNOWN AS TRACK #11 AND WHICH SERVES THE EAGLE PITCHER LEAD C(); THENCE NORTHEASTERLY ALONG A CURVE, HAVING A RADIUS OF 291.50 FEET, CONVEK TO THE NORTH WEST (SAID CURVE BEING 10 FEET DISTANT AND PARALLEL TO AFORESAID TRACK #11) TO A POINT 131.68 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 350 FEET AND 534.45 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH 350 FEET (BY RECTANGULAR MEASUREMENTS); THENCE NORTHEASTERLY TO A POINT BEING 163.94 FEET NORTH OF THE SOUTH LINE OF THE SOUTH 230 FEET AND 332.05 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH 350 FEET (BY RECTANGULAR MEASUREMENTS): THENCE SOUTHWESTERLY ALONG A CUP'E HAVING A RADIUS OF 307.30 FEET, CONVEX TO THE NORTH WEST, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 9 (EXCEPT THAT PART FALLING IN THE SOUTH 15 FEET (EXCEPT WEST 105 FEET) OF SAID LOT 9) IN THE RESUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4: ALL THAT PART OF THE SOUTH 475,00 FEET OF THE NORTH 713.50 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF ARCHER ROAD (AVENUE) OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13 AND THE SOUTH LINE OF THE SOUTH 475.00 FEET OF THE NORTH 713.50 FEET OF THE SOUTH WEST 1/4 OF SECTION 13, THENCE EAST A DISTANCE OF 100.00 FEET ALONG THE LAST DESCRIBED COURSE, SAID COURSE ALSO BEING THE SOUTH PROPERTY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY: THENCE NONTH ALONG THE EAST PROPERTY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF, BY RECTARGULAR MEASUREMENT, THE WEST LINE OF THE EAST 1/2 OF THE AFORESAID SOUTH WEST 1/4 OF SECTION 13, A DISTANCE OF 125.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 350 FEET OF THE NORTH 588.50 FEET OF THE AFORESAID SOUTH VEST 1/4 OF SECTION 13; THENCE EAST ALONG THE LAST DESCRIBED COUTSE, A DISTANCE OF 172.49 FEET TO A POINT THAT IS 580.84 FEET WEST OF THE WESTERLY LINE OF ARCHER AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A PARCEL OF LAND CONVEYED TO ANTHONY JALOVEC BY THE INDIANA HARPOR BELT RAILROAD COMPANY BY DEED DATED GOVEMBER 23, 1966; THENCE NORTHEASTERLY ALONG A CURVE, HAVING A RADIUS OF 291.50 FEET, CONVEX TO THY NORTH WEST (SAID CURVE BEING 10 FEET DISTANT SELE OF AND PARALLEL WITH AN INDUSTRY LEAD TRACK KNOWN AS TRACK 111 AND WHICH SERVES THE EAGLE PLICHER LEAD CO) TO A POINT 131.68 FEET ORTH OF THE SOUTH LINE OF THE SUITH 350 FEET OF THE NORTH 588.50 OF THE SOUTH WEST 1/4 OF SECTION 13 AND 524.45 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH 350 FEET, BY RECTANGULAR MEASUREMENT, THE LAST COURSE ALSO BEING THE WESTERLY LINE OF THE AFOREMENTIONED CONVEYANCE TO INTHONY JALOVEC BY THE INDIANA HARBOR BELT RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A CURVE CONVEX TO THE PURTH WEST, SAID CURVE BEING 8 FEET, BY RADIAL MEASUREMENT, SOUTHEASTERLY OF THE CENTER LINE OF AN INDUSTRY LEAD TRACK, KNOWN AS TRACK NUMBER 6, JF THE INDIANA HARBOR SELT RAILROAD COMPANY, 509 FEET TO A POINT ON THE AFORESAID WEST LINE FOR THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13; THENCE SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 6.05 FEET, MOPE OR LESS TO THE COINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. 750 Price

CONTRACTOR OF TURKS

Exhibit B

Leases

Industrial Building Lease dated January 1, 1985 between Assignor, as landlord, and Dyna Bulk, Inc., as tenant.