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COLLATERAL ASSIGNMENT OF LEASE BY LESSEE - 5551 OGDEN AVENUE

This Collateral Assignment of Lease ("Collateral Assignment") is made this 10<sup>th</sup> day of July, 1991, by and between All Brake & Drive Unit Service, Inc. ("Assignor"), with a mailing address at 5551 W OGDEN AVE, Chicago, Illinois 60650, and Cole Taylor Bank ("Assignee"), with a mailing address at 850 West Jackson Boulevard, Chicago, Illinois 60607.

WHEREAS, pursuant to and as described in that certain Loan and Security Agreement (the "Loan Agreement") dated the date of this Collateral Assignment of Lease entered into by and between Assignor, Assignee, Auto Clutch & Parts Service, Inc. ("Borrower"), Raidl Associates, Frank R. Raidl, Norman X. Raidl, those certain Loans (collectively, the "Loan") defined in the Loan Agreement have been, or may be, made by Assignee to Borrower; and

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WHEREAS, Assignor has guarantied the payment and performance of all of the "Liabilities" (as defined in the Loan Agreement) pursuant to that certain Guaranty (the "Guaranty") as defined in the Loan Agreement; and

WHEREAS, Assignor is the Lessee under a certain Lease ("Lease") with Raidl Associates, an affiliate of Assignor, a copy of such Lease is attached hereto as Exhibit "A", which Lease demises the premises more fully described on Exhibit A (the "Premises"); and

WHEREAS, to secure the payment and performance of the Guaranty, any confirmations, renewals, restatements, amendments or modifications of the Guaranty and the performance of all other obligations of Assignor under the Loan Agreement and all other documents required thereunder (collectively, the "Documents"), Assignor desires to collaterally assign to Assignee the Lease, together with any and all extensions, renewals amendments and modifications thereof.

NOW, THEREFORE, for and in consideration of these presents (which are incorporated herein by this reference as an integral part of this Collateral Assignment) and the mutual agreements herein contained and as security for the payment and performance of the Guaranty, Assignor Does Hereby Grant, Sell, Convey, Assign and Transfer unto Assignee all of the right, title and interest of Assignor in, to and under the Lease, together with all rents, income and profits arising from the Lease, and all amendments, modifications, renewals and extensions thereof (the Lease and all such amendments, modifications, renewals and extensions relating thereto are hereafter collectively included in the term "Lease"). Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, Assignor does hereby appoint

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irrevocably Assignee as its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to assign the Lease, rent, sublease, or let all or any portion of the Premises for the duration of the Lease term to any party or parties at such price and on such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under the Lease, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

Nothing herein contained shall be construed as deeming Assignee a "party in possession" in the absence of the taking of actual possession of the Premises 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.

To protect the security of this Assignment, Assignor agrees:

- a) To faithfully abide by, perform and discharge all of Assignor's obligations, covenants, conditions and agreements pursuant to the Lease, at the sole cost of Assignor. Except with Assignee's prior written authority and consent (which consent shall not be unreasonably withheld or delayed), Assignor shall not cancel or terminate the Lease or materially amend, modify, extend (except on substantially the same terms as currently in effect with a fair market rental increase), renew (except on substantially the same terms as currently in effect with a fair market rental increase), or in any material way alter the terms or provisions of the Lease;
- b) To appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor and Lessee thereunder, at Assignor's sole cost and expense, and to pay all costs and expenses of Assignee in any action or proceeding in any matter connected with the Lease in which Assignee must appear through no fault of Assignee, including reasonable attorneys' fees and costs;

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- c) In the event Assignor fails to perform or discharge any of Assignor's duties or obligations under the Lease or this Assignment, Assignee at Assignee's option upon ten (10) days written notice to Assignor (or such lesser notice, as may be reasonable under the circumstances) and without releasing Assignor from any obligation pursuant to this Assignment, may perform or discharge any or all of Assignor's duties or obligations under the Lease in the manner and to the extent Assignee deems necessary to protect Assignee's security interest, including, without limitation, the right to appear in and defend any action or proceeding which may affect Assignee's security interest or Assignee's rights and powers pursuant to this Assignment; in exercising any such powers, Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and costs; and
- d) To pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the highest rate set forth in the notes evidencing the Loan until repaid to Assignee.

Although it is the intention of the parties that this Collateral Assignment of Lease shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default (as defined in the Loan Agreement) shall occur and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Loan, the Loan Agreement, the Guaranty or any other instrument herein mentioned.

Upon or at any time after an Event of Default (as defined in the Loan Agreement) which is continuing, Assignor agrees to surrender to Assignee, and Assignee shall be entitled to: (a) take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Assignor, and may exclude the Assignor, its agents or servants, wholly therefrom and may, as attorney-in-fact or agent of the Assignor, or in his own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents,

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with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, deposits and profits of the Premises; (b) with or without taking actual possession of the Premises, (i) cancel, amend, modify, extend, renew, terminate or in any way alter the Lease, for any cause or on any ground which would entitle Assignor to do the same; and (ii) obtain or evict tenants, collect, sue for, fix or modify the rents under the Lease and enforce all rights of the Assignor under the Lease; and (c) perform any and all other acts that may be necessary or proper to protect the security of this Collateral Assignment of Lease. Assignor hereby grants to Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Assignor, except for such notice as expressly set forth herein, including, without limitation, full power to make all the necessary or proper repairs and decorating, to the Premises that may seem judicious, in its discretion, insure and reinsure the same for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues, deposits and profits.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease relating to said Premises; provided, however, that nothing contained herein to the contrary shall relieve Assignee of any obligations, duties or liabilities to the Landlord under the Lease once Assignee exercises its rights hereunder, and Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under this Collateral Assignment, the Lease or under or by reason of the assignment of the Lease and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or conditions contained in the Lease or this Collateral Assignment, except for claims or demands based upon Assignee's gross negligence, willful breach of contract or willful misconduct. Should Assignee incur any such liability, loss or damage under the Lease, or under or by reason of the assignment thereof, or in the defense of any claims or demands, except for claims or demands based upon Assignee's gross negligence, willful breach of contract or willful misconduct, Assignor agrees to reimburse Assignee for the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, immediately upon demand.

It is understood and agreed that the provisions set forth in this Collateral Assignment shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Loan Agreement or any document

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entered pursuant thereto, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes, and shall be binding upon, successors and assigns (including successors by consolidation) of Assignor, and any party or parties acquiring an interest in the Lease or to the Premises by, through, or under Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the notes evidencing the Loan.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by this Collateral Assignment shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until any and all indebtedness secured by this Collateral Assignment (in whatever form the said indebtedness may be) shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits or proceeds of sale of the Premises, or by Assignor, or until such time as this Collateral Assignment may be voluntarily released.

Upon payment in full of the Loan and the notes evidencing the Loan and the performance of the covenants and obligations of Assignor under this Collateral Assignment and of Assignor under the Documents, this Collateral Assignment shall become void and of no effect, but Assignee's affidavit showing any part of the Loan, the notes evidencing the Loan, the Guaranty or the aforesaid obligations remaining unpaid or unperformed shall constitute rebuttable presumptive evidence of the validity, effectiveness and continuing force of this Collateral Assignment.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of the date hereinabove first written.

ALL BRAKE & DRIVE UNIT  
SERVICE, INC.

By: Allen R. Smith

Title: President

ATTEST:

By: Janice Laid

Title: (Assistant) Secretary

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This Document Prepared By: *Matthew To...*

Steven Bright, Esq.  
Boehm & Pearlstein, Ltd.  
33 North LaSalle Street  
Suite 3500  
Chicago, Illinois 60602  
(312) 782-7474

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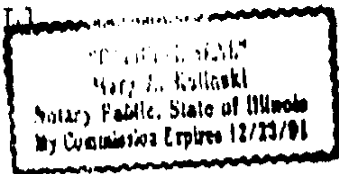
STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK    )

On July 16, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark K. Kold and Mrs. J. A. Kold, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and (Assistant) Secretary, respectively, on behalf of All Brake & Drive Unit Service, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Mary A. Kulinski  
Notary Public

[SEAL]



My Commission Expires:

12/23/91

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## CONSENT TO COLLATERAL ASSIGNMENT

The undersigned hereby consents to the foregoing Collateral Assignment of Lease and agrees to give to Assignee a copy of any notice of any default of Lessee under the Lease concurrently with the giving of such notice to Lessee. The undersigned hereby certifies to Assignor and Assignee that as of this date the undersigned is the title holder of record to the Premises or the one hundred percent (100%) beneficiary of the trust which is the title holder of record to the Premises.

Dated. July 10, 1991

LANDLORD:

RAIDL ASSOCIATES

By: James A. Raidl

Title: General Partner

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INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
	BEGINNING	ENDING
January 1, 1990	January 1, 1990	December 31, 1990
		*See Rider attached hereto

Location of Premises:

5551 Ogden Avenue, Cicero, Illinois 60650-3598  
which Premises are legally described on Exhibit A attached hereto.

Purpose: To be used as a salesroom for manufacturing parts and for repairing all types of automotive vehicles, including but not limited to trailers, trucks, tractors and the like

LESSEE

NAME . ALL BRAKE & DRIVE UNIT SERVICE, INC.

ADDRESS . 3125 West Fullerton Avenue  
Chicago Illinois 60647

LESSOR

NAME AND BUSINESS . RAIDL ASSOCIATES

ADDRESS . 3125 West Fullerton Avenue  
Chicago, IL 60647

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above term.

**RENT**

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**CONDITION AND UPKEEP OF PREMISES**

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys thereto at the place of payment of said rent.

**LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT**

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

**MECHANIC'S LIEN**

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying for same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**INDEMNITY FOR ACCIDENTS**

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

**NON-LIABILITY OF LESSOR**

6. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property

**WATER, GAS AND ELECTRIC CHARGES**

7. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

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EXHIBIT A

**KEEP  
PREMISES  
IN REPAIR**

8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**ACCESS TO  
PREMISES**

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

**ABANDON-  
MENT AND  
RELETTING**

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

**HOLDING  
OVER**

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of Eight Hundred Dollars (\$800.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**EXTRA  
FIRE  
HAZARD**

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials, save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

**DEFAULT  
BY  
LESSEE**

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and re-let the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used to a rears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, which is (by law) subject to such distraint, as security for payment of the rent herein reserved.

**NO RENT  
DEDUCTION  
OR SET OFF**

14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessor against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

**RENT AFTER  
NOTICE  
OR SUIT**

15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**PAYMENT OF  
COSTS**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

**RIGHTS  
CUMULATIVE**

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

**FIRE AND  
CASUALTY**

18. In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

**SUBORDINATION**

19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

**PLURALS;  
SUCCESSORS**

20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

**SEVERABILITY**

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED THE 1ST DAY OF JANUARY, 1990, BY AND BETWEEN RAIDL ASSOCIATES ("LESSOR") AND ALL BRAKE & DRIVE UNIT SERVICE, INC. ("LESSEE") FOR CERTAIN PREMISES ("PREMISES") LOCATED AT 5551 OGDEN AVENUE, CICERO, ILLINOIS

1. Lessee covenants and agrees to pay as rent for said Premises the annual sum of \$204,000.00, which sum shall be payable in equal monthly installments of \$17,000.00 beginning on the first day of January, 1990 to and including the 31st day of December, 1990. Rent shall be payable at the office of Lessor, 3125 West Fullerton Avenue, Chicago, Illinois, or at such other place as Lessor may hereafter direct in writing.

2. In addition to the rent specified in paragraph 1 above, Lessor, at Lessor's option, may require Lessee to deposit with Lessor on the first day of each month during the term of this lease, an amount equal to 1/12 of the estimated annual real estate taxes so that Lessor shall have funds sufficient to pay the general real estate taxes on or before the date such taxes are due. If the current general real estate taxes are not then ascertainable, the amount of the deposits shall be estimated by Lessor on the basis of the most recently ascertainable tax bill. In the event that the deposits made by Lessee are not sufficient to fully pay the taxes as shown on the tax bill, Lessee will deposit on or before the date such general real estate taxes are due and payable, such further sums as may be necessary to fully pay all such real estate taxes. Lessor will account to Lessee for any excess payments made by Lessee.

3. In addition to the rent specified above, Lessee further covenants and agrees to procure and pay for sufficient insurance to keep the buildings and improvements which form or are a part of the real estate premises leased hereby, insured against loss by fire, windstorm, and such other casualty as the Lessor may require, in such company or companies as the Lessor or its successors or assigns may from time to time direct. The amount of such insurance shall be not less than \$1,000,000 or the full insurable value of the premises, whichever is greater. All policies evidencing such insurance shall be deposited with Lessor.

4. The term of this Lease shall automatically be extended for periods of one year each unless and until written notice of its intention not to renew the lease ("notice of non-renewal") is given by either party to the other party at least 90 days before the expiration of the term of the lease. Provided that neither party has given such notice of non-renewal, each one year extension shall be upon the same terms, covenants, and conditions contained in this lease except that the annual rent shall be adjusted as follows: Lessor shall determine and notify Lessee in writing of the adjusted annual rent for each renewal term at least 65 days prior to the expiration of the lease term. In the event Lessor fails to notify Lessee of the adjusted rent as provided above, the annual rent for the extended term shall be the same as the annual rent for the prior year.

IN WITNESS WHEREOF, the parties hereto have executed this lease and rider as of the date and year first written above.

LESSOR:

RAIDL ASSOCIATES

By: Jerry Raidl

Its: General Partner

LESSEE:

ALL BRAKE & DRIVE UNIT  
SERVICE, INC.

By: Allen P. Smith

Its: President

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## Exhibit A

### Legal Description

That part of the West Half (W1/2) of the West Half (W1/2) of the South West Quarter (SW1/4) of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, lying Southerly of the Southerly line of Ogden Avenue as established in the Town of Cicero, East of the East line of South 56th (or Central) Avenue, North of the North line of West 31st Street and West of the West line of South 55th Avenue, bounded and described as follows:

Beginning at the point of intersection of the East line of South 56th Avenue, said East line being 50 feet East of and parallel with the West line of said South West Quarter (SW1/4) of Section 28 with the North line of West 31st Street said North line being 33 feet North of and parallel with the South line of said South West Quarter (SW1/4); running thence North along said East line of South 56th Avenue 302.14 feet to its intersection with said Southerly line of Ogden Avenue; thence North Easterly along said Southerly line of Ogden Avenue 278.45 feet to its intersection with a line drawn parallel with and 254.0 feet East of said East line of said South 56th Avenue; thence South along said parallel line 416.21 feet to said North line of said West 31st Street; thence West along said North line 254.0 feet to the place of beginning, in the County of Cook and State of Illinois.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of \_\_\_\_\_ pages numbered 1 to \_\_\_\_\_, including a rider consisting of \_\_\_\_\_ pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.

LESSEE:

LESSOR:

*Alfred Brown - James Upier* (SEAL)  
*Allen ...* (SEAL)

*John ...* (SEAL)  
*David ...* (SEAL)

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ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, 19\_\_\_\_\_, for value received, Lessor hereby transfers, assigns, and sets over to \_\_\_\_\_ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 19\_\_\_\_\_.

*John ...* (SEAL)  
*David ...* (SEAL)

GUARANTEE

On this \_\_\_\_\_, 19\_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

Note: Use Form Number 12-1P for assignment by Lessee.

# UNOFFICIAL COPY

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## Exhibit A

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE SOUTHERLY LINE OF OGDEN AVENUE AS ESTABLISHED IN THE TOWN OF CICERO, LYING EAST OF SOUTH 56TH AVENUE (CENTRAL AVENUE) NORTH OF WEST 31ST STREET, BEGINNING AT POINT OF INTERSECTION WITH THE EAST LINE OF SAID 56TH AVENUE, SAID EAST LINE BEING 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 OF SECTION 28 AND THE NORTH LINE OF WEST 31ST STREET, SAID NORTH LINE BEING 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH WEST 1/4 RUNNING THENCE NORTH ALONG SAID EAST LINE OF SOUTH 56TH AVENUE, A DISTANCE OF 302.14 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF OGDEN AVENUE, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF OGDEN AVENUE, A DISTANCE OF 278.45 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 254.00 FEET EAST OF SAID EAST LINE OF SAID 56TH AVENUE; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 416.21 FEET TO THE SAID NORTH LINE OF SAID WEST 31ST STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 254.00 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

5551 West Ogden, Cicero, Illinois

PIN: 16-28-308-020

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