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FOR RECORDER'S USE ONLY

WHEN RECORDED MAIL TO:

Steven Bright, Esq. Boehm, Ponristoin & Bright, Ltd. 33 North LaSalle Street 35th Floor Chicago, Illinois 60602

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COOK COUNTY RECORDER

### **ASSIGNMENT OF LEASES AND RENTS -**AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO TRUST NO. 25-7659

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of 1/4 / 30 1996, by AMERICAN NATIONAL BANK & "RUST COMPANY OF CHICAGO, not individually, but solely as successor trustee to First Chicago Bank of Ravensy soo w/n dated 3/17/86 and known as Trust No. 25-7659 ("Assignor"), with a mailing address at 33 North LaSalle Street, Chicago, Illinois 60690 in favor of LASALLE BANK NI (hereinafter referred to as "Assignee") with a lambing address of 3201 North Ashland Avenue, Chicago, Illinois 60657 and portnins to the real estate described in Exhibit "A", attached hereto and made a part hereof.

#### I. BECITALS

- Notes. Pursuant to that certain Loan and Security Agreement dated the date of this Assignment 1.01 entered into by and among Assignee, Snf-T-Gard International, Inc. ("Borrover !") and the beneficiary of Assignor (said beneficiary shall be referred to us the "Beneficiary") (said Lonn and Scenrity Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), (A) that certain Revolving Note (said Revolving Note, as may from time to time be amended, modified, substituted, restated, renowed and/or extended, shall hereinafter be referred to as the "Revolving Note") in the principal amount of \$3,200,000.00 payable, along with interest, as specified in the Revolving Note has been or is being contemporaneously executed and delivered by Borrower 1 to Assignee and (B) that certain Term Note (said Term Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Torm Note") (the Revolving Note and the Term Note shall hereinafter be individually referred to as a "Note" and collectively as the "Notes") in the principal amount of \$1,800,000.00 payable, along with interest, as specified in the Term Note has been or is being contemporaneously executed and delivered by Assignor and/or Beneficiary to Assignce. The Revolving Note contemplates a variable rate of interest.
- Guaranties, Pursuant to (A) that cortain guaranty entered into by the Beneficiary dated the date of this Assignment (said guaranty, as may from time to time be extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as the "Trust Guaranty"), the Beneficiary guarantied all of the indicatedness, obligations and limbilities of Assignor to Assignee, whether now existing or hereafter arising, and howspeer created, arising or evidenced; and (B) certain guaranty entered into by Beneficiary deted as of the date

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of this Assignment (said guaranty, as may from time to time be extended, amended, modified, substituted, restated, confirmed and/or reaffirmed shall be referred to as the ("Borrower I Guaranty") (the Trust Guaranty and the Borrower I Guaranty shall sometimes be hereinafter referred to individually as a "Guaranty" and collectively, as the "Guaranties"), Beneficiary guaranties all of the indebtedness, obligations and liabilities of Borrower I to Assignee, whether now existing or hereafter arising, and howsoever created, arising or evidenced, the Notes,

1.03 This Assignment To induce Assignee to (A) enter into the Loan Agreement and (B) make the loans which are the subject of the Notes, and as security for the repayment of the Notes, the payment and performance of the Guaranties and payment and performance of all other indebtedness, obligations and liabilities of Assignor, Borrower I and/or the Baneficiary to Assignee, howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under the Loan Agreement and any document entered into or given pursuant to the Loan Agreement (all of the indebtedness, liabilities and obligations referenced in this Section shall be collectively referred to us the "Obligations"), Assignor has agreed to execute and deliver to Assignee this Assignment. This Assignment is given as equal security for all of the Obligations without preference or priority of any part of the Obligations by reason of priority of time or of the negotiation thereof or otherwise.

This Assignment is given in part to secure the "Line of Credit" obligations as evidenced and witnessed by the Revolving Note, and secures not only the indebtedness from Assignor, Borrower I and/or Beneficiary existing on the date hereof, but nit such Antare advances, whether such advances are obligatory or to be made at the option of the Assignee, or otherwise as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Assignment, and although there may be no indebtedness outstanding at the time any advance is more. The lien of this Assignment as to third persons without actual notice thereof shall be valid as to all indebtedness and future advances from the time this Assignment is filed for record in the Office of the Recorder of Deeds of the Compty set forth on Exhibit A attached hereto. The total amount of revolving indebtedness that may be secured by this Assignment may increase or decrease from time to time, but the total unpaid balances of the Revolving Note secured may one time, shall not exceed the maximum principal amount of the aggregate of the Revolving Note (as a nanced, extended, substituted, restaned, replaced or renewed from time to time), plus interest thereon and any disbursoments made by the Assignee for the payment of taxes, special assessments, or insurance on the above described pm' estate, with interest on such disbursoments.

### U. ASSIGNMENT AND SECURITY

2.01. Assignment. For good and valuable consideration, the record and sufficiency of which is hereby acknowledged. Assigner grants, transfers, sets over and assigns to Assignee, assigner's entire interest in and to any and all leases, subleases, and any agreements for the use or occupancy of the cremises (as hereinafter defined) (including all extensions and renewals thereof), now or hereafter existing (collectively, the "Leases"), and any and all reats, issues, deposits, income and profits, of and from that certain real estate located and more particularly described in Exhibit A, attached hereto and made a part hereof, and all buildings, structures and improvements now or hereafter erected thereon (collectively, the "Premises").

### 2.02. Security. This Assignment is given to secure:

- (a) Payment and performance by Assignor and Beneficiary of the Chiligations and observance and performance by Assignor and Beneficiary of, each and every of the covenants, terms, conditions and agreements contained in the Notes, the Characters, the Loan Agreement, this Assignment and the Documents (as defined in the Loan Agreement); and
- (b) Reindursement of Assignee for and of all costs, expenses and damages incurred or suffered by Assignee after the occurrence of an Event of Definit under the provisions of this Assignment for or in respect of taking; and retaining possession of the Premises; managing the

herein; and

Reimbursement of Assignce for and of all sums with respect to which Assignce is indemnified pursuant to Paragraph 4.04 hereof, together with interest thereon as provided herein.

#### III. GENERAL AGREEMENTS

- Representation and Warranties of Assignor. Assignor represents and warrants to Assignee that: 3.01,
  - This Assignment as executed by Assignor, constitutes a legal and (a) binding obligation of Assignor enforceable in accordance with its terms and provisions,
  - As to each of the Leases now existing: **(b)** 
    - such Lease is in full farce and effect and is valid and (i) enforceable according to its forms and the tenants(s) thereunder are duly bound thereby, and
    - (ii) Assignor has completed its obligation; to date under such Leaso and is not now in default thereunder;
  - Except as expressly advised otherwise by Assignor in writing on the date of execution of this Assignment and as to each of the Leases now existing:
    - there is now accraing and the tenant(s) under such (i) Lease are now paying the full rent thereunder unless otherwise provided in the Lense;
    - the tenant(s) under such Lease do not now have any (11) defenses or offsets to the payment of rent or other covenants or obligations undertaken by the tenant(s) thereunder;
    - the tenant(s) under such lease have not made, nor (11) has Assignify accepted, any payments of real more than 30 days in advance therounder;
    - the temmi(i) under such Lease have performed all of (iv) their obligations to date under the terms thereof and are not now in default thereunder;

- (v) no event has occurred and is continuing, and no condition exists which, after passing of time or giving of notice, or both, would constitute a default under such t, case by Assignor or, to the best knowledge of Assignor, the tenant(s) thereunder; and
- (vi) Assignor has not waived, reduced, excused, discounted or otherwise discharged or compromised any obligation, including, but not limited to, the obligation to pay rent, under such Lease:
- Assigner has not hereefore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the reads, issues, income or profits assigned hereunder which is now outstanding or enforceable, or entered into any agreement to subordinate any of the Leases, or Assigner's right to receive any of the reats, issues, income or profits assigned hereunder which is now estatending or enforceable; and
- (e) Assigned has not heratofore executed any instrument or performed any net which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.
- 3.02. Covenants of Assignor. Assignment shall be in effect:
  - (a) Assignor shall observe and perferm all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by Assignor, and shall not be or suffer to be done anything to materially impain the security thereof (i) to release the liability of any tenant thereunder, or (ii) to permit any tenant thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals, or (iii) to permit any count thereunder to claim a total or partial eviction, or (iv) to permit any tenant thereunder to terminate or cancel any Lease;
  - (b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than 30 days in advance of the time when the same shall become due except for security or similar deposits;
  - (c) Assignor shall not bereafter make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;
  - (d) Assignor shall not hereafter agree to subordinate any of the Leases or its right to receive any of the rents, issues, income or profits assigned hereunder to any mortgage or other encumbrance now or hereafter affecting the Premises;
  - (e) Assignor shall not, except either (i) with the prior written consent of Assignee, or (ii) for arms-length transactions entered into upon fair market terms, agree, enter into or consent to any new lease, or any

extension, modification, assignment, cancellation or termination of any then existing lease or sublease or occupancy agreement affecting the Property:

- (f) Assignor shall not alter, modify or change the terms of any guaranty of any lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;
- (g) Assignor shall not whive or excuse the obligation to pay rent under any Lease if such waiver or excuse is not consistent with good business and property management practices;
- (h) Assignor shall enforce the Lease and all rights and remedies of Assignor thereunder in case of default thereunder by any tenant if consistent with good-business and property management practices;
- (i) Assignor shall, at its sale cost and expense, appear in and defend any and all actions and projectings arising under, growing out of or in any manufactions and projectings arising under, growing out of or in any manufactions, duties or liabilities of Assigner or any tenant or guaranter thereunder, and shall pay all cores and expenses of Assignee, including attorneys' fees, in any such action of projecting in which Assignee may appear;
- (j) Assignor shall give p empt notice to Assignee of any notice of default on the part of Assignor with respect to any Lease received from any tenant or guaranter there under and
- (k) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder if consistent with good business and property management practices.
- 3.03. Rights Prior to Default. So long as Assignor is not in default becounder, Assignor shall have the right to collect at the time, but not more than 30 days in advance of the date provided for the payment thereof, all tents, issues, income and profits assigned becomeder, and to retain, use and onjoy the same. Assigned shall have the right to notify the tonants under the Lenser of the existence of this Assignment at my time.

#### IY\_DEPAULTS AND REMEDIES

- 4.01 Exents of Dafault. Each of the following shall constitute an "Event of Default" for purposes of this Assignment:
  - (a) Beneficiary, Borrower I and/or Assignor shall default in the payment when due of any amount due and owing to Assignee under any Note or any Guaranty; or
  - (b) Except for a Default set forth in clause (a) above, Default (and continuance thereof for 5 days after written notice thereof to Assignor by Assignee) in the payment of any of the other Obligations; or

- (c) Any representation or warranty made by Assignor in this Assignment shall at any time prove to have been incorrect in any material respect when made; or
- (d) Assignor shall default in the performance or observance of any term, covenant, condition or agreement on its part to be performed or observed under the Documents (not constituting a Default under any other clause of this Section 4.01 of this Agreement) and such default shall continue unremedied for 5 days after written notice thereof shall have been given by the Assignce to Assignor; or
- (c) Any Default or Event of Default (howsoever such terms are defined) under the Lean Agreement, any Note, any Guaranty or any of the Documents (as defined in the Lean Agreement) shall occur.
- 4.02. Carits and Remedies upon Default. At any time upon or following the occurrence of any one or more Events of Default under this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby and without releasing Assignor from any obligation hereunder:
  - (a) Declare all the Obligations, including, but not limited to, the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon and/or the Guaranties, immediately due and payable;
  - Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or pioner, with full power to make from time to time all alterations, renorations, repairs or replacements thereto and thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;
  - (c) Either with or without taking possession of the Premises, durand, suc for, settle, compromise, collect, and give acquittances for al' rents, issues, income and profits of and from the Premises and pursus eliremedies for enforcement of the Leases and all Assignor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignce, without proof of default hereunder, upon receipt from Assignce of written notice to thereafter pay all such cents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such tents, issues, income and profits, and upon request will execute written notices to the tenants under the Lenses to thereafter pay all such rents and other amounts to Assignee, provided that any

action taken by Assigned under this paragraph shall not result in additional liability of Assignor to third parties;

- (d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the highest "Default Rate" as defined in the Notes which evidences the loans, and shall be secured by this Assignment; and
- (c) Exercise all other rights and remedies of Assignce pursuant to this Assignment and under applicable law.

All rights and remedies of Assignee pursuant to this Assignment shall be and are severable and cumulative.

- 4.03. Application of Proceeds. All sums collected and received by Assigned out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default under this Assignment shall be applied as follows:
  - rival, to reimbursement of Assignee for and of all expenses of taking and returning possession of the Premises; of managing the Premises and collecting the rents, issues, income and profits thereof, including, but not limited to, salaries, fees and wages of a managing agent and such other employees as Assignee may deem reasonably necessary and proper, and reasonably nitorneys' fees; or operating and maintaining the Premises, including, but not limited to, taxes, charges, claims, assessments, water rents, sewer rents, other liens and premiums for any insurance provided in the Mortgage; and of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem reasonably necessary and proper, with interest thereon at the Default Rate;
  - (b) Second, to the reimbursoment of Assignee for and of all sums expended by Assignee pursuant to Paragraph 4.0%(3) hereof to make any payment or do any net required herein of Assigner agether with interest thereon as provided herein;
  - (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Paragraph of the hereof, together with interest thereon as provided herein;
  - (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under or secured by the Loan Agreement, the Mortgage (as defined in the Loan Agreement), the Charanties or this Assignment, with interest therein as provided therein;
  - (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Obligations;
  - (f) Sixth, to payment of the unpaid balance of the principal sum of the Obligations; and

Limitation of Assignce's Liability. Assignce shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignce in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by Assignor, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignce by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease, except for Assignee's negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reson of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any raste committed upon the Premises by any tenant, occupant or other party. or for any dangerous or defective condition of the Premises, or for any negligence (except gross negligence) in the management, upkeep, repair or control of the Promises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger or to any of their property.

#### Y, MISCELLANEOUS

- 5.01 Notices. Any notice that Assignee or Assigner may desire or be required to give to the other shall be in writing, personally delivered, or sent by facsimile machine or sent by overnight courier to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered I business days after being sent by overnight courier or on the day that such writing is delivered in person, or sent by facsimile machine to an officer of Assignee or Assigner (as the case may be). Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Assignee by this Assignment is not required to be given.
- 5.02 Covenants Run with Land. All of the covenants of this Assignment small receive with the land constituting the Premises.
- 5.03 Governing Law. The validity and interpretation of this Assignment shall be governed and construct in accordance with the laws of the state in which the Property is located. To the extent that this Assignment may operate as a security agreement under the Uniform Commercial Code, Assignee shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein.
- 5.04 Severability. If any provision of this Assignment, or any paragraph, sentunce, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein.
- 5.05 Non-Waiver. Unless expressly provided in this Assignment to the contrary, no consent or waiver, express or implied, by Assignee to or of any breach or default by Assigner in the performance by Assigner of any obligations contained herein shall be deemed a consent to or waiver by Assignee of such performance in any other instance or any other obligations hereunder.

- ligadings. The headings of sections and paragraphs in this Assignment are for convenience or 5.06 reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.
- Granumar. As used in this Assignment, the singular shall include the plural, and masculine, 5.07 feminine and neuter pronouns shall be fully interchangeable, where the context so requires.
- Successors and Assigns. This Assignment and all provisions hereof shall be binding upon 5.08 Assignor, and its auccessors, assigns, legal representatives and all other persons or entitles claiming under or through Assignor and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Notes or this Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assistant and legal representatives, including all other holders, from time to time, of the Notes.
- Belease. Assignce shall release this Assignment and the tien thereof by proper instrument upon 5.09 presentation of satisfactory evidence that all indebtedness secured by this Assignment has been fully paid.
- fore and Deponees. Assignor shall pay all of the reasonable and necessary fice and expenses of 5.10 Assignee with respect to the preparation of this Assignment, the Notes, the Quaranties and any other documents. insuments or agreements deemed accessary by Assignee in connection with this transaction, including, without limitation, reasonable attorneys' ites

#### 44 EXCULPATION

This Assignment is executed by Assignor, not personally but as Trustee as 6.01 Exculpation. aferesaid. In the exercise of the power and authority conferred and fixed in its as such Trustee, and it is expressly understood and agreed that nothing herein contained shell be constituted as creating any liability on Assignor as Trustee as aforesaid, or on Assignor personally, to pay the Coligations or any interest that may accrue thereon, or any indebtedness accraing hereunder, or to perform any coverant either express or implied herein contained, all such liability on Assignor, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder. Each and all of the representations, warranties, covenants, undertakings and agreements made by the Assignor as Trustee as aforesaid are made for the purpose of binding (and shall be enforceable against) Beneficiary, and their successors and assigns. So far as the Assignor as Trustee as aforesaid. and its successors, and the Assignor, personally, are concerned, Assignee and the holder or holders of the Notes and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guaranter or co-maker.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as or the date first above written.

> NATIONAL BANK & AMERICAN | COMPANY OF CHICAGO. NOT INDIVIDUALLY, BUT SOLELY AS SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD U/T/A DATED 3/17/86 AND KNOWN AS TRUST NO. 25,7659

STATE OF I	LLINOIS						
COUNTY OF	FCOOK	) SS. )	:				
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THARREGO NATIONAL names are su respectively, ment as their purposes their custodian of instrument as uses and purp	BANK & T abscribed to appeared be own free an rein set for the corporate own server in the corporate and the corporate own server in the corpo	RUST COM the foregoistore me this ad voluntary th; and said e seal of said if free and vo a set forth.	Vice President PANY OF CHI ing instrument day in person act, and as the instrument vice PR d Trust Comparishment act, and	, and CAGO, personal as such (Assist and acknowledg ree and voluntal supper did all by did affix said i as the free and	ily known to me ant) Vice Presi ed that they sig ry act of said Tr so then and the corporate seal c	to be the same padent and	AMERICAN persons whose ad said instru- r the uses and a that _he as mpany to said
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#### KXHIBIT A

LUT 52 IN SKY HARBOR AIR INDUSTRIAL FARE UNIT 2, A SUBDIVISION OF PART OF THE BOUTH MAST 1/6 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 63 HORTH, RANGE 12 EAST OF THE FILIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

Common Address: 205 Hughl Road, Northbrook, IL 60062

Oberty or Cook County Clerk's Office P, I, N. 04-05-103-020-0000 04-05-103-021-0000

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