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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

• RETURN TO:

Ronald S. Jacobs  
Galanis, Pollack & Jacobs, S.C.  
Two Plaza East, Suite 560  
330 E. Kilbourn Avenue  
Milwaukee, Wisconsin 53202

98029623

98 APR 27 AM 10:00

MOORE W. CO.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS AGREEMENT, made as of the 17th day of December, 1997 by ROEHL PROPERTIES OF INDIANA LLC, having its principal office at East 29th Street, Marshfield, Wisconsin (herein called "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, duly organized and existing under the laws of the United States of America, having its principal office at 201 West Wisconsin Avenue, Milwaukee, Wisconsin 53259 (herein called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of the right, title, and interest of Assignor in and to that certain Lease or those certain Leases, with modifications, if any, described in Schedule "A" hereof, covering premises in Lake County, State of Indiana, TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage or deed of trust made by the Assignor to the Assignee bearing even date herewith and

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recorded or to be recorded at or prior to the recording of this Assignment, or any other mortgage or deed of trust hereafter covering the whole or any part of the leased premises; and

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any such mortgage or deed of trust or any note or bond secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Lease by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connecting with the Lease or the obligations, duties or liabilities of Lessor, Lessee or guarantor thereunder, and to pay

all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any action as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the 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 powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the default interest rate provided in the note evidencing the indebtedness secured hereby, and the same shall be added to the said indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed any prior assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) Assignor has not performed any act or

executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever of the Lease either orally or in writing except as set forth in Schedule "A", and that the Lease is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or deed of trust or Lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon 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 said mortgage or deed of trust or Lease contained, the Assignee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, exercise all rights and remedies contained in said mortgage or deed of trust and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify and accept the surrender of leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and, either

with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waiver, modify or affect notice of default under said mortgage or deed of trust or invalidate any act done pursuant to such notice.

3. The 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, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the 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 it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at the default interest rate provided in the note evidencing the indebtedness secured hereby, shall be secured hereby and by the said mortgage or deed of trust, and Assignor shall reimburse the Assignee therefore immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

C. IT IS FURTHER MUTUALLY AGREED THAT:



1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental all the premises described in the mortgage or deed of trust and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Agreement shall apply to any such subsequent lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording of filing of an instrument of satisfaction or full release of said mortgage or deed of trust, unless there shall have been recorded another mortgage or deed of trust in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect.

3. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.

TO THE ASSIGNEE, Attention Alan M. Holman, 201 West Wisconsin Avenue, Milwaukee, Wisconsin, 53259.

Such addresses may be changed from time to time by either party by serving notice as above provided.

ROEHL PROPERTIES OF INDIANA LLC

BY: Richard Roehl  
Richard Roehl, Its Manager

STATE OF WISCONSIN )  
WOOD COUNTY )

**Document**  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

On this, the 17th day of December, 1997, before me, the undersigned officer, personally appeared Richard Roehl, who acknowledged himself to be the Manager of Roehl Properties of Indiana LLC, and that he, as such Member, being authorized so to do, executed the foregoing instrument on behalf of said company, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Roger W. Sampson  
Name: ROGER W. SAMPSON  
Notary Public, Wood County  
State of Wisconsin  
My Commission: 4-4-99

This instrument was drafted by:  
Ronald S. Jacobs, Attorney at Law

ROGER W. SAMPSON  
NOTARY PUBLIC  
STATE OF WISCONSIN

SCHEDULE "A"

1. LESSOR: Roehl Properties of Indiana, LLC
2. LESSEE: Roehl Transport, Inc.
3. DATE OF LEASE: November 15, 1997
4. TERM OF LEASE: December 1, 1997 to November 30, 2002
5. ADDRESS OF LEASED PREMISES: 6700 W. 15th Avenue  
Gary, Indiana
6. DESCRIPTION OF LEASED PREMISES: See Exhibit A attached hereto.

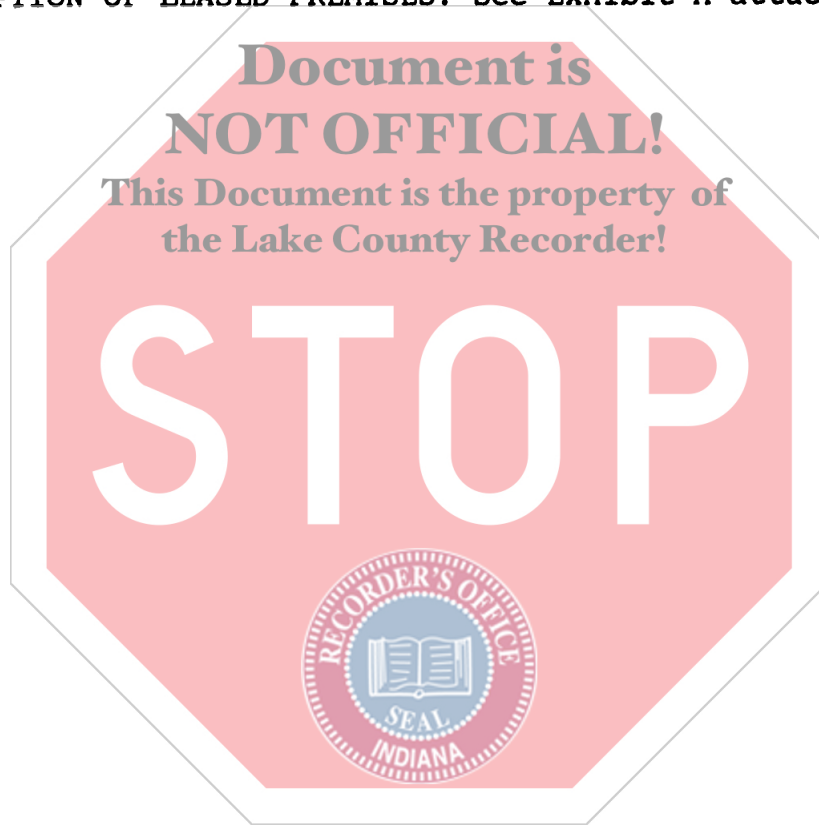




EXHIBIT A

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN GARY, LAKE COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A P.K. NAIL FOUND MARKING THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE N 89 DEGREES 34 MINUTES 56 SECONDS W ALONG THE SOUTH LINE THEREOF 2650.23 FEET TO A RAILROAD SPIKE FOUND MARKING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 11, SAID RAIL SPIKE FOUND ALSO BEING ON THE EAST RIGHT OF WAY LINE OF THE E. J. & E. RAILROAD; THENCE N 00 DEGREES 00 MINUTES 48 SECONDS E ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 11, 33.00 FEET TO A 3/4 INCH IRON PIPE SET ON THE NORTH RIGHT OF WAY LINE OF 15TH AVENUE; SAID 3/4 INCH IRON PIPE SET BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING N 00 DEGREES 00 MINUTES 48 SECONDS E ALONG THE LAST DESCRIBED COURSE 1254.62 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 11TH AVENUE; THENCE S 89 DEGREES 32 MINUTES 52 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE 30.00 FEET TO A 3/4 INCH IRON PIPE SET; THENCE N 00 DEGREES 00 MINUTES 48 SECONDS E AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID RAILROAD AND THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 11, 658.80 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 10TH AVENUE AS SHOWN IN BATTERY PARK 1ST SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE S 89 DEGREES 31 MINUTES 50 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE 602.37 FEET TO A 3/4 INCH IRON PIPE SET ON THE WEST RIGHT OF WAY LINE OF EDISON STREET AS SHOWN IN SAID BATTERY PARK 1ST SUBDIVISION; THENCE S 00 DEGREES 01 MINUTES 00 SECONDS W ALONG SAID WEST RIGHT OF WAY LINE 658.62 FEET TO A 3/4 INCH IRON PIPE SET ON THE SOUTH RIGHT OF WAY LINE OF 11TH AVENUE; THENCE S 89 DEGREES 32 MINUTES 52 SECONDS E ALONG SAID SOUTH RIGHT OF WAY LINE OF 11TH AVENUE 692.64 FEET TO A 3/4 INCH IRON PIPE SET ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE S 00 DEGREES 00 MINUTES 25 SECONDS W ALONG SAID EAST LINE 190.08 FEET TO A 3/4 INCH IRON PIPE SET; THENCE S 89 DEGREES 34 MINUTES 56 SECONDS E 629.74 FEET TO A 3/4 INCH IRON PIPE SET ON THE WEST RIGHT OF WAY LINE OF STEVENSON STREET AS SHOWN IN L.P. HAMMOND'S SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 92, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE S 00 DEGREES 00 MINUTES 00 SECONDS E ALONG SAID WEST RIGHT OF WAY LINE 1063.74 FEET TO A 3/4 INCH IRON PIPE SET ON THE NORTH RIGHT OF WAY LINE OF 15TH AVENUE AS SHOWN IN SAID L.P. HAMMOND'S SUBDIVISION; THENCE N 89 DEGREES 34 MINUTES 56 SECONDS W ALONG SAID NORTH RIGHT OF WAY LINE OF 15TH AVENUE 1954.97 FEET TO THE POINT OF BEGINNING.