

Borrower: JAMES J. LAPINSKI (SSN: 335-48-4637)
112 YATES LANE
MOUNT PROSPECT, IL 60056

Lender: LASALLE BANK NATIONAL ASSOCIATION
Attn: Business Banking Loan Center
135 SOUTH LASALLE STREET
CHICAGO, IL 60603



THIS ASSIGNMENT OF BENEFICIAL INTEREST IS DATED NOVEMBER 1, 2000, between JAMES J. LAPINSKI, whose address is 112 YATES LANE, MOUNT PROSPECT, IL 60056 (referred to below as "Grantor"); and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor jointly and severally grants a security interest in and assigns to Lender all of Grantor's right, title and beneficial interest in and to the Trust described below to secure payment of the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the beneficial interest in the Trust and the Property held in the Trust. In addition to all other rights which Lender may have by law, Grantor hereby waives and releases to Lender all rights and benefits accruing under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise and all other interests in the Property held in the Trust, including without limitation all exemptions Grantor may have under State of Illinois and federal bankruptcy and insolvency laws in the beneficial interest and the Property held in the Trust, which said rights and benefits Grantor does hereby release and waive.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Collateral. The word "Collateral" means all of Grantor's right, title and beneficial interest in and to the Trust and the following property, whether now owned or hereafter acquired and whether now existing or hereafter arising:

- (a) All additions to and all replacements of and substitutions for any property described above.
- (b) All products and produce of any of the property described in this Collateral section.
- (c) All accounts, contract rights, general intangibles, instruments, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- (d) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.
- (e) All records relating to any of the property described in this Collateral section, whether in the form of a writing, microfilm, microfiche, or electronic media.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means JAMES J. LAPINSKI.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether now existing or hereafter arising, whether voluntary or otherwise, whether due or not due, absolute or contingent, direct or indirect, unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means LASALLE BANK NATIONAL ASSOCIATION, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated November 1, 2000, in the original principal amount of \$445,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.900%. The lien of this Collateral Assignment of Beneficial Interest shall not exceed at any one time \$1,335,000.00.

Property. The word "Property" means all property, or title thereto, held in or by the Trust, including without limitation all interests in the Real Property, whether now existing or hereafter included in the Trust.

Real Property. The words "Real Property" mean the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way,

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and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois;

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

(Continued)

SEE EXHIBIT "A"

The Real Property tax identification number is 15-14-200-011-0000, 15-14-200-024-0000, & 15-14-200-025-0000, 13-25-426-033-0000, 13-25-426-034-0000, 13-36-201-003-0000, & 13-36-201-004-0000 & 13-36-201-005-0000.

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Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Trust. The word "Trust" means that certain trust created by a Trust Agreement dated February 5, 1977, and known as LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE U/T/A DATED 2/5/77 AND A/K/A TRUST NO. LT-915. The word "Trustee" means LASALLE BANK NATIONAL ASSOCIATION.

POWER OF DIRECTION. The sole power of direction under the Trust shall be held by Lender. Lender agrees to execute and deliver to Lender such assignments and other documents and to take whatever other actions are requested by Lender to perfect and continue Lenders assignment and security interest in the Collateral. Grantor shall deliver to Lender all original documents creating the Trust, unless such documents are held by the Trustee and are not available for delivery to Lender. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. Grantor hereby appoints Lender as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Agreement, including all expenses relating to the Trust. Lender may notify Trustee of this Agreement. Grantor will reimburse Lender for all expenses relating to the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

TRANSACTIONS INVOLVING COLLATERAL. Grantor makes the following representations and warranties with respect to the Collateral. Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interest granted under this Agreement. Grantor expressly authorizes and directs Trustee not to accept, or register upon its trust records, any subsequent assignment while this assignment is in force and effect and while any portion of the indebtedness remains unpaid. Grantor shall not direct Trustee to lease, sell, transfer or encumber any of the Property in the Trust (nor suffer or permit anyone else to do so) without the prior written consent of Lender. Trustee upon acceptance of this assignment agrees to be bound by the provisions of this Agreement and to recognize and honor the power of direction as being solely vested in Lender, except as otherwise may be specified above.

Due on Sale - Consent by Lender. Lender may at its option, declare immediately due and payable all sums secured by this Agreement upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, or by sale, assignment, or transfer of any conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to

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and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Agreement. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Agreement and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Agreement.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Real Property are a part of this Agreement.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Agreement, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost

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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Collateral and Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Agreement, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Title. Grantor warrants and covenants that Grantor is the sole owner of the beneficial interest in the Trust, free and clear of all liens, security interests, and encumbrances, except for those disclosed to, and accepted by, Lender in writing. Grantor also warrants and covenants that it has the right to grant to Lender a security interest in the Collateral and will defend Lender against any and all claims and demands of any person to the Collateral and the Property.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Collateral and Property are a part of this Agreement.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Agreement is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Agreement shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; the then current replacement value of such property; and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Agreement at any trustee's sale or other sale held under the provisions of this Agreement, or at any foreclosure sale of such Property.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Agreement, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Real Property are a part of this Agreement.

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CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Agreement.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any Loan.

Other Defaults. Failure of Grantor to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender, in good faith, deems itself insecure.

RIGHTS OF LENDER. Upon the occurrence of an Event of Default, Lender, at its option, may exercise any one or more of the following rights and remedies in addition to any other rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Lender also shall have full power to enter upon the Property to take possession of and manage the Collateral.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in its own name or that of Grantor. Lender may sell the Collateral at public auction. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of taking over the Collateral, in selling the beneficial interest, including reasonable attorneys' fees, trustee's fees, advertising costs, master's fees, cost of documentary evidence and experts, stenographers' charges, publication costs, appraisal fees (including costs of internal appraisal), fees for abstracts of title, title searches and examinations, guaranty policies, title insurance policies and similar items and assurances respecting title to the Collateral and the retaking, holding, preparing for sale, and selling the Collateral shall become a part of the Indebtedness secured by this Agreement, and shall be payable on demand, with interest at the Note rate from date of expenditure until

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repaid.

Appoint Receiver. In the event of the institution of any proceedings by Lender to enforce the security interest granted in this Agreement and its lien against the beneficial interest of the Trust, the court in which such proceedings are instituted shall appoint a receiver for the Property, title to which is then held by the Trustee, to collect the rents, issues and profits therefrom, without notice, and without regard to the solvency or insolvency of Grantor at the time of the application for the appointment of such receiver, and with power to collect the value of the Property or whether the same shall be occupied as a homestead or not, with power to collect the rents, issues and profits therefrom during the pendency of any such proceedings, and with such other and further and additional powers as the court may deem necessary or appropriate. In the event of a sale of Grantor's beneficial interest in the Trust pursuant to the provisions of any order or decree to be entered in such proceedings, Lender may become the purchaser thereof, and upon the entry of any order or decree in the proceeding approving the sale, all of the right, title and interest of Grantor in and to the beneficial interest of the Trust shall cease and terminate.

Collect Revenues. Lender may revoke Grantor's right to manage the Property and to collect the rents, issues and profits from the Collateral, and may, without notice or demand, take possession of the Property, title to which is held by the Trustee, and either itself or through a receiver, collect the rents, issues and profits therefrom. To facilitate collection, Lender may notify Grantor's account debtors including any tenants on the Property to make payments directly to Lender.

Obtain Deficiency. Lender may obtain a judgment for any deficiency remaining on the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement.

Consent to Proceedings. Grantor expressly consents and agrees to the institution of any proceedings by Lender to enforce this Agreement and its lien against the Collateral to effect a sale thereof, or to enforce payment of the Note and indebtedness, without previous sale or reduction to possession of any other property pledged to secure the Note or indebtedness, without regard to the terms or provisions of the Note or written instrument pertaining to the sale or reduction to possession of any such pledged property.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

INDEMNIFICATION. Grantor shall remain liable to Trustee under the agreement establishing the Trust for all of the liabilities, contingent or otherwise, imposed upon the beneficiaries of the Trust, and Grantor further agrees to save and keep Lender harmless of and free from, and indemnify Lender against any and all costs, expenses, and other liabilities, contingent or otherwise.

EXPENDITURES BY LENDER. If not discharged or paid when due, Lender may discharge taxes, liens, security interests, or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for maintenance and preservation of the Collateral. All such payments shall become a part of the indebtedness secured by this Agreement, and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid. Such right shall be in addition to any other rights or remedies to which Lender may be entitled on account of default.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois. Lender and Grantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Grantor against the other. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Merger. There shall be no merger of the interest or estate created by this Agreement with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Notices. All notices required to be given under this Agreement shall be given in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered or when received.

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deposited with a nationally recognized overnight courier or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. To the extent permitted by applicable law, if there is more than one Grantor, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor will keep Lender informed at all times of Grantor's current address(es).

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Successor Interests. Subject to the limitations set forth above on transfer of the Collateral, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Agreement.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST, AND EACH GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 1, 2000.

GRANTOR:

X 
JAMES J. LAPINSKI

This Assignment of Beneficial Interest prepared by:

LISA FIGUEROA-BBLC
3201 N. ASHLAND AVE.
CHICAGO, IL 60657

00870307

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Date: _____ By _____ Authorized Officer

Lender: LASALLE BANK NATIONAL ASSOCIATION
The foregoing Collateral Assignment of Beneficial Interest from JAMES J. LAPINSKI to LASALLE BANK NATIONAL ASSOCIATION is hereby cancelled and released.

RELEASE (AFTER PAYMENT)

Date: _____ By _____ Trust Officer

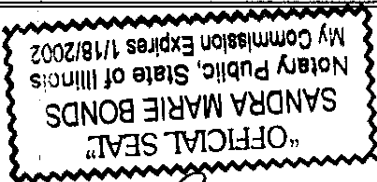
Trustee: LASALLE BANK NATIONAL ASSOCIATION
LASALLE BANK NATIONAL ASSOCIATION, not individually, but as Trustee, hereby acknowledges the receipt of the Collateral Assignment of Beneficial Interest, as set forth above, on _____, 20____ and accepts the same in accordance with the terms and provisions of the Trust Agreement dated February 5, 1977, and known as LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE U/T/A DATED 2/5/77 AND A/K/A TRUST NO. LT-915, to LASALLE BANK NATIONAL ASSOCIATION. Until the Assignment is released by LASALLE BANK NATIONAL ASSOCIATION, LASALLE BANK NATIONAL ASSOCIATION agrees not to permit or allow JAMES J. LAPINSKI to deal with the Trust in any manner inconsistent with the foregoing Assignment unless such act is approved in writing by LASALLE BANK NATIONAL ASSOCIATION.

ACCEPTANCE BY TRUSTEE

Date: 11/2/02 By _____ Authorized Officer

Lender: LASALLE BANK NATIONAL ASSOCIATION
In consideration of the foregoing Collateral Assignment of Beneficial Interest for security purposes from JAMES J. LAPINSKI to LASALLE BANK NATIONAL ASSOCIATION and the mutual benefits and advantages flowing between the parties and other valuable consideration, LASALLE BANK NATIONAL ASSOCIATION hereby accepts the foregoing Assignment, subject to all the terms and provisions of the Trust Agreement dated February 5, 1977, and known as LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE U/T/A DATED 2/5/77 AND A/K/A TRUST NO. LT-915, but LASALLE BANK NATIONAL ASSOCIATION hereby expressly disclaims any and all of the liabilities imposed by the Trust Agreement upon the beneficiary or beneficiaries thereof, until such time as LASALLE BANK NATIONAL ASSOCIATION shall exercise the rights and privileges conferred on it by the foregoing Assignment.

ACCEPTANCE BY LENDER



My commission expires _____

Notary Public in and for the State of _____

Given under my hand and official seal this 2nd day of November, 2002
By Sandra Marie Bonds Residing at 1111 N. Washington, Chicago

On this day before me, the undersigned Notary Public, personally appeared JAMES J. LAPINSKI, to me known to be the individual described in and who executed the Assignment of Beneficial Interest, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF _____

(ss)

STATE OF _____

INDIVIDUAL ACKNOWLEDGMENT

Loan No NEW

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

(Continued)

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EXHIBIT "A"

PARCEL 1: LOTS 13 AND 14 IN GREEN'S SUBDIVISION OF THE WEST 677 FEET OF THE WEST 504.9 FEET OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1008-1012 ORCHARD, MAYWOOD, IL.
P.I.N. # 15-14-200-011, 15-14-200-024, AND 15-14-200-025

PARCEL 2: LOTS 6, 7, 8, AND 9 IN BLOCK 12 IN HARRIET FARLIN'S SUBDIVISION OF THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2546-50 W. FULLERTON, CHICAGO, IL.
P.I.N. # 13-25-426-033 AND 13-25-426-034

PARCEL 3: LOTS 6 AND 7 IN BLOCK 1 IN C.E. WOOLEY'S SUBDIVISION OF 7.5 ACRES EAST AND ADJOINING THE WEST 10 ACRES OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2701-2703 W. FULLERTON, CHICAGO, IL.
P.I.N. # 13-36-201-003 AND 13-36-201-004

PARCEL 4: LOT 5 IN BLOCK 1 IN C.E. WOLLEY'S SUBDIVISION OF THE 7 ½ ACRES EAST AND ADJOINING THE WEST 10 ACRES OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2665 W. FULLERTON, CHICAGO, IL.
P.I.N. # 13-36-201-005

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COMMONLY KNOWN AS: 2646-52 W. FULLERTON, CHICAGO, IL.
P.I.N. # 13-25-426-033 AND 13-25-426-034

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