

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

This Assignment dated as of December 21, 2002, from HENRY BARAN and BARBARA BARAN (collectively, the "Assignor"), the owner of one hundred percent (100%) of the entire beneficial interest and power of direction in, to and under that certain Illinois land trust created pursuant to Trust Agreement (the "Trust Agreement") dated May 15, 1979, and known as Trust No.1107 of DuPage National Bank formerly known as The First National Bank of West Chicago (the "Land Trustee"), to Plaza Bank ("Assignee").

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant a security interest in, sell, assign, transfer, set over, pledge and deliver unto Assignee and to its successors and assigns, all of the right, title and interest of the Assignor under and to the aforesaid Trust Agreement.

1. Warranties, Representations and Covenants of Assignor. Assignor hereby warrants, represents, and covenants to and with Assignee as follows:

(a) Except for the security interest of Assignee therein, Assignor is and at all times shall be the owner of all of the collateral pledged herein (the "Collateral") free from any liens, security interest, encumbrance or other right, title or interest of any other person, firm or corporation. Assignor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Assignee.

(b) There is no Financing Statement now on file in any public office which refers to, describes or includes the Collateral. So long as any amount remains unpaid on any indebtedness or liabilities of Assignor or the Land Trustee to Assignee or any credit from the Assignee to Assignor or the Land Trustee is in use by or available to Assignor or the Land Trustee, Assignor or the Land Trustee is in use by or available to Assignor or the Land Trustee, Assignor will not make any further assignment or pledge of the Collateral in whole or in part and will not execute or file any Financing Statement or Statements describing or attempting to describe the Collateral.

2. Security. This Assignment is made and given as security for: (i) a Promissory Note of even date in the amount of \$1,600,000.00 executed and delivered by Assignor in favor of Assignee (the "Note"); and (ii) the payment in full of all reasonable expenses and charges, legal or otherwise, including attorney's fees and expenses paid or incurred by the Assignee, in realizing upon or protecting the Collateral or the Note secured hereby.

3. Further Security. This Assignment is made also as security for the prompt payment when due of any and all obligations, indebtedness, and liability of the Assignor, the Land Trustee, and any other borrower for whose indebtedness this Assignment is pledged as collateral, to Assignee, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, howsoever created, evidenced, or arising and howsoever acquired by Assignee, and all renewals and extensions thereof.

4. Right to Approve. Assignor hereby grants to Assignee the right to approve the execution by the Land Trustee of every instrument which relates to or concerns the Trust Agreement or the property

described in the Trust Agreement (the "Property"), including but not limited to the following: (a) notes, bonds, bills, evidences of debt, mortgages, trust deeds, or documents in the nature thereof, whether the same encumber real property or personal property, or both; (b) leases, subleases, assignments of leases or documents in the nature thereof; (c) easements or documents in the nature of easements; (d) bills of sale; (e) deeds of conveyance; (f) assignments, security agreements or pledges of beneficial interest under the Trust Agreement; (g) all documents to be filed or recorded in public records; (i) letters, notices, contracts, documents, or any written instruments; (j) amendments to or modifications of the Trust Agreement; and (k) all checks payable to Assignor either singly or in combination with other persons. The exercise of Assignee's aforesaid right to approve must be evidenced in writing by a consent in form satisfactory to the Land Trustee or by a written consent to any applicable letter of direction to the Land Trustee, which consents are to be executed by an officer of Assignee.

5. Remedies of Assignee. At any time that Assignor fails to perform any covenant or agreement made by Assignor herein, which failure to perform shall remain uncured 30 days after notice to Assignee, or at any time that any warranty or representation made by Assignor herein is false or breached in any material respect, or in the event that the Collateral is made the subject of any claim, attachment, seizure, foreclosure or levy, or at any time that a Default (as defined therein) exists under the Note, regardless of whether or not the maturity of the principal thereof is accelerated, or at any time that a Default (as defined therein) exists under any mortgage securing said Note, Assignee may:

(a) Exercise any one or more of the rights or remedies set forth in the Note, any mortgage securing said Note, or in any other evidence of indebtedness or obligation secured hereby and, in addition, with respect to the beneficial interest in the Trust Agreement, assignee shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois. Any requirement of the Code for reasonable notice shall be met if such notice is mailed by United States certified or equivalent mail, postage prepaid, to Assignor and the Land Trustee at their respective addresses hereinafter set forth (or at such other address as the party to receive such notice may have designated by written notice to Assignee received not less than two (2) business days prior to such mailing) at least five (5) business days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice (which period and method of giving notice is hereby agreed to be commercially reasonable). The right of the Assignee to be the purchaser for its own account at any sale or other disposition of the Collateral shall not be affected by the fact that Assignee is or may be now or at the time of such sale or disposition record titleholder to property at one time owned by the Land Trustee, nor shall such fact in any manner otherwise affect the rights of Assignee to sell, dispose of or otherwise deal with the security interest granted herein;

(b) Notwithstanding that the Assignee may also be record titleholder to property at one time owned by the Land Trustee, proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to Assignor under the Trust Agreement, including, without limitation, the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof; and/or

(c) Proceed to protect and enforce this conveyance by suits or proceedings in equity, at law or otherwise, for the enforcement of any proper remedy available under applicable law.

Any and all net proceeds received by Assignee by reason of the foregoing paragraphs (a), (b) and (c), after first deducting all reasonable legal or other costs and expenses in and about effecting such realization, shall be applied to pay any or all of the indebtedness hereby secured as Assignee shall deem proper, any surplus to be returned to Assignor. Upon full payment and performance of all indebtedness, obligations and liabilities hereby secured, Assignee agrees to release this Assignment and the lien or charge created hereby or resulting herefrom. Assignor shall be and remain liable for any deficiencies remaining after application of the net proceeds, as aforesaid.

6. Assignor Liable under Trust Agreement. Notwithstanding anything to the contrary appearing in the Trust Agreement, the interest hereinabove described is assigned and transferred to Assignee by way of collateral security only and, accordingly, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Trust Agreement, whether provided for by the terms thereof, arising by operation of law or otherwise; Assignor hereby acknowledging and agreeing that Assignor is and remains liable thereunder to the same extent as though this Assignment had not been made. Assignor shall promptly pay and discharge any indebtedness which may be secured by a lien or charge upon the Collateral. Upon default of Assignor in making such payment and discharging such indebtedness, Assignee may, but need not, make any payment which it determines is necessary or appropriate to make in the protection of the Collateral.

7. Warranty of Title. Assignor hereby represents and warrants that it has full power and authority to make the assignment herein provided for or resulting herefrom and that it is the owner of one hundred percent (100%) of the beneficial interest and power of direction under the Trust Agreement, free and clear of any lien or encumbrance except liens and encumbrances of Assignee.

8. Indemnity. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all loss, claim, expenses, damages and costs (including court costs and reasonable attorney's fees) which may arise from or in connection with this Assignment, except any loss, claim, expenses, damages and costs arising solely out of the gross negligence or wilful misconduct of Assignee.

9. Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. No consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

10. Joint and Several Liability. In the event that this Assignment is executed by more than one (1) Assignor, the word "Assignor" shall be deemed to include all of them (or any of them) and all of the undertakings contained herein shall be the joint and several obligations of said Assignors and each of them.

11. Binding Agreements. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns, executors, administrators and legal representatives and all other persons or entities 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 Note or this Assignment, provided, however, that nothing contained herein shall be deemed to create in Assignor any right to convey all or any part of the Collateral without the prior written consent of Assignee which may be withheld by Assignee in its sole discretion. The word "Assignee", when used herein, shall include Assignee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

12. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois in which State the Note and this Assignment were executed and delivered, the proceeds of the loan evidenced by the Note were disbursed by Assignee and the principal and interest due under the Note are to be paid. Wherever possible each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under any such 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 Assignment. Time is of the essence in this Assignment.

13. Miscellaneous. Neither this Assignment nor any provision hereof may be amended, modified, discharged or terminated orally nor may any of the Collateral be released except by an instrument in writing duly signed by or on behalf of Assignee hereunder. The Section headings used herein are for convenience of reference only and shall not limit or define the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

14. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2nd) business day after being deposited in U.S. registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated for itself by notice in writing in accordance herewith:

(a) If to Assignee:

Plaza Bank
7460 W. Irving Park Road
Norridge, IL 60706

(b) If to Assignor:

Henry Baran
Barbara Baran
1351 W. Granville
Chicago, IL 60660

(c) If to Land Trustee:

DuPage National Bank
101 Main Street
West Chicago, IL 60185
Attn: Land Trust Dept.

Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Assignee by this Assignment is not required to be given.

15. Notice of Move. Assignor hereby agrees to notify Assignee in writing promptly upon any change in the address to which the notice provided in the preceding paragraph is to be sent, as well as any change in the residence or location of Assignor.


16. Future Assurances. Assignor hereby agrees to execute and deliver such instruments, and take such actions, as Assignee may reasonably request in order to effectuate the intention of the parties pursuant to this Assignment.

17. Waiver of Homestead. Assignor expressly waives and releases any and all right or benefit under and by virtue of any statute of the State of Illinois providing for exemption on homesteads from sale on execution or otherwise.

18. Direction to Land Trustee. Assignor hereby irrevocably directs the Land Trustee to accept no further assignments, sales, pledges, transfers or encumbrances of the beneficial interest in, to and under the Trust Agreement without the prior written consent of Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

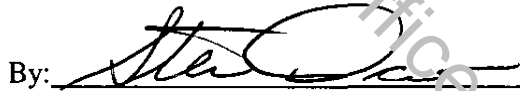


HENRY BARAN



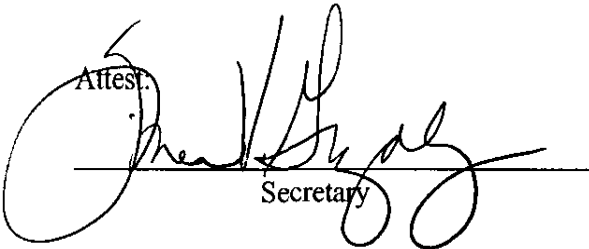
BARBARA BARAN

ASSIGNEE: PLAZA BANK



By: VICE President

Attest:



Secretary

TRUSTEE'S RECEIPT AND AGREEMENT

This will acknowledge receipt of a duplicate of the above and foregoing Collateral Assignment of Beneficial Interest as of the date hereof, all terms used herein having the meaning therein specified. The undersigned hereby agrees to look solely to Assignor as sole beneficiary under the Trust Agreement for the performance of all of the terms and provisions of the Trust Agreement, including the payment of any liabilities imposed upon the beneficiaries of the Trust, until such time as Assignee shall exercise the rights and privileges conferred upon it by the Assignment.

The undersigned represents that, as disclosed by its records, as of the date hereof, Assignor is the sole owner of the beneficial interest and power of direction under the Trust Agreement, free and clear of all liens and encumbrances other than those of Assignee. The undersigned agrees that it will accept no further assignments, transfers, pledges, sales, assignments or encumbrances of the Collateral without the prior written consent of Assignee.

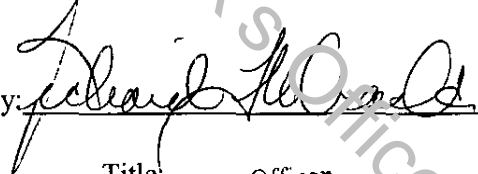
The undersigned agrees that it shall not execute and deliver any document or otherwise act pursuant to any direction delivered to it from time to time by or on behalf of Assignor unless Assignee shall have consented in writing to such direction as provided in the Assignment.

The undersigned agrees that it shall, upon receipt thereof, send to Assignee all notices, communications, summonses and other writings which it receives in connection with the Trust, the beneficial interest or the corpus of the Trust.

The agreements and representations made hereby by the undersigned are made by the undersigned in its full corporate capacity, and not merely as trustee under the Trust Agreement.

Dated at Chicago, Illinois this 20 day of December, 2002.

DUPAGE NATIONAL BANK

By: 

Title: Trust Officer*

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ORDER NO.: 1301 - 004307788
ESCROW NO.: 1301 - 004307788

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STREET ADDRESS: 1351-55 W. GRANVILLE, 6151-55 N. GLNWD
CITY: CHICAGO ZIP CODE: COUNTY: COOK
TAX NUMBER: 14-05-118-001-0000

LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BROST AND KEMPER'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 30 ACRES THEREOF, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office