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ASSIGNMENT AND SECURITY AGREEMENT

October 29, 1985

Chicago, Illinois

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a trust agreement dated August 23, 1983, and known as trust no. 26634, and Hubert R. Brummett (hereinafter collectively called "First Parties"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby assign, transfer, set over and grant a security interest unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, individually, its successors and assigns (hereinafter called "Secured Party"), all payments which are now due or which may hereafter become due, payable or collectible under or by virtue of Articles of Agreement for Deed dated as of August 30, 1985, between First Parties, as sellers, and Dean Grozdic, as purchaser, providing for the sale of the real estate and premises situated in the County of Cook, State of Illinois, and described in Exhibit A attached hereto (hereinafter called the "Property"), it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such payments thereunder unto Secured Party.

This instrument is given to secure payment of the principal sum of Four Hundred Twenty-five Thousand and no/100 Dollars (\$425,000.00) and interest on certain notes secured by a trust deed dated July 2, 1984 to THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, trustee, and recorded in the Recorder's Office of the the above-named County, conveying the Property. This instrument shall remain in full force and effect until said notes and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

The assignment hereby made shall not become operative until default shall occur in any payment due under said notes, which default is not cured within seven (7) days thereof, or in the performance of the terms, covenants, conditions and provisions contained in said trust deed or said notes.

On the occurrence of any such default, whether before or after the notes secured by said trust deed are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, Secured Party shall be entitled to collect and receive all such payments, and, after deducting all expenses and charges, legal or otherwise, including attorneys' fees, paid or incurred by Secured Party in collecting any such payment, Secured Party shall apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on said note, at the rate therein provided; (2) To the payment of the principal of said note from time to time remaining outstanding and unpaid; (3) To the payment of any and all other charges secured by or created under said trust deed; and (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2) and (3), to First Parties.

First Parties will, at the request of Secured Party, join with the Secured Party from time to time in executing Financing Statements pursuant to the Uniform Commercial Code of Illinois and will pay the fee for filing the same in all public offices where filing may be deemed necessary by Secured Party.

This instrument and all provisions hereof shall extend to and be binding on First Parties, the holder of said notes, and their respective heirs, personal representatives, successors, assigns and grantees, any subsequent owner or owners of the Property, and

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all persons claiming under or through First Parties or either of them.

The failure of Secured Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions and conditions of this instrument for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but Secured Party, or its agents or attorneys, successors or assigns, shall have full right, power and authority to enforce this instrument, or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

Each right, power and remedy conferred on the Secured Party by this Assignment and Security Agreement, by all other documents evidencing or securing the notes secured hereby and by the Uniform Commercial Code of Illinois is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Secured Party, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of, or discontinuance by, the Secured Party in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

This Assignment and Security Agreement is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and THE COSMOPOLITAN NATIONAL BANK OF CHICAGO possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said notes shall be construed as creating any personal liability on THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either personally or as trustee as aforesaid, because or in respect of said notes or the making, issue or transfer thereof, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said Secured Party and by every person now or hereafter claiming any right or security hereunder.

WITNESS that THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid, has caused this Assignment and Security Agreement to be signed by its Vice-President and Assistant Trust Officer, and attested by its Assistant Trust Officer, the day and year first above written.

WITNESS the signature of Hubert R. Brummett the day and year first above written.

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, and not personally

By: Hubert R. Brummett
HUBERT R. BRUMMETT Assistant Vice-President and Trust Officer

Attest: [Signature]
Assistant Trust Officer

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named/^{Assistant} Vice President and/^{Assistant} Trust Officer and Assistant Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such/^{Assistant} Vice President and Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of November, 1985.


Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Hubert R. Brummett who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of November, 1985.


Notary Public

This instrument prepared by and should be mailed to:

Mark R. Rosenbaum
Reif and Rosenbaum
Suite 1340
205 W. Randolph Street
Chicago, Illinois 60606

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✓ 2346 N. Damen, Chicago, Illinois 60647

and legally described as:

Lot 34 in Block 1 in Vincent, a Subdivision of the Northeast 1/4 of the Northwest 1/4 (except railroad) of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

✓ P.R.I.N. 14-31-110-025-0000 *Law*

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Exhibit "A"

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