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ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNMENT AND SECURITY AGREEMENT, dated as of April 30, 1986 (the "Assignment") from the VILLAGE OF BEDFORD PARK, ILLINOIS (the "Issuer"), to PIONEER BANK & TRUST COMPANY, an Illinois banking corporation (the "Bank").

- The Issuer hereby assigns and pledges to the Bank and its successors and assigns, as security for the due and punctual payment of the principal installments of and interest on the Industrial Development Revenue Bone (Lithe-Graphic Metal Corp. Project) (the "Bond") in the principal amount of \$550,000.00 issued by the Issuer pursuant to Sections 11-74-1 through 11-74-14, inclusive of Chapter 24, Illinois Revised Statutes, as supplemented and amended, and authorized and issued by the Issuer pursuant to a Bond Resolution adopted by the Issuer (the "Bond Resolution"), all of its right, title and interest in (and including without limitation its rights to payment of any and all amounts which may become due under): (a) the Loan Agreement (the "Agreement") dated as of April 30, 1986 between William Bettign (the "Borrower") and the Issuer (except any payment made pursuant to Sections 4.5, 5.2, 5.5 and 6.3 of the Agreement relating to indomnification and payment of expenses of the Issuer by the Borrower), which Agreement relates to the financing by the Issuer of certain facilities described in the Agreement (the "Project"), (b) the Construction Fund and the Bond Fund created and established in Sections 6 and 7 of the Bond Resolution, to the Note (as defined in the Agreement) of the Borrower, (d) the Mortgage and Security Agreement dated as of April 30, 1986 (the "Mortgage") and recorded April 30, 1986 as Document No. Fline of of the Cook County, Idinals Recorder's Office, executed by the Borrower, as mortgagor, to the Issuer, as mortgagee, which document encumbers, among other property, the real property described in Exhibit A attached heroto, as such document may have been amended, (e) the Assignment of Rents and Loases dated a of April 30, 1986 (the "Assignment of Rents") and recorded April 30,19800 Document No. P(174692 of the Cook County, Illinois Recorder's Office, executed by the Borrower as assignor, to the Issuer, as assignee, which commont encumbers, among other property, the real property described in Exhibit A attached hereto, as such document may have been amended, thathe Assignment of Beneficial Interest (as defined in the Agreement), and (g) all other rights and remedies to enforce such payment of any amount due the Issuer by the Borrower under the Agreement, the Note, the Mortgage and the Assignment of Rents or due the Issuer by William Bettiga and Carol Bettiga under the Assignment of Beneficial Interest.
- 2. The Bank, by its purchase and acceptance of the Bond, agrees to hold and disburse all funds which it may receive pursuant to the Agreement, the Note, the Mortgage, the Assignment of Rents, the Assignment of Beneficial Interest or the Bond Resolution in accordance with the applicable provisions thereof. The Bank, by its purchase and acceptance of the Bond, accepts its responsibilities with respect to the Construction Fund as specified in Section 7 of the Bond Resolution and with respect to the Bond Fund as specified in Section 6 of the Bond

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Resolution. The Bank shall perform such other duties and obligations as are specifically set forth herein and in the Agreement and the Bond Resolution.

- 3. The parties agree that the assignments made hereby shall not subject the Bank to, or transfer, or pass or in any way affect or modify, any obligations of the Issuer under the Agreement, it being understood and agreed that all such obligations of the Issuer shall be and remain enforceable only against the Issuer. This Assignment is given solely for the purpose of securing payment by the Issuer of the principal of and interest on the Bond.
- 4. The Bank shall promptly apply amounts received pursuant to the Note, the Mortgage, the Assignment of Rents, the Assignment of Beneficial Interest and Section 4.2 of the Agreement to the payment or prepayment of principal and interest on the Bond in the manner contemplated by the Bond Resolution. The Bank shall promptly apply amounts received pursuant to Article VII of the Agreement and Section 3(b) of the Bond Resolution (relating to prepayment of the Bond) to the prepayment of principal of and interest on the Bond in the manner contemplated by Section 3(b) of the Bond Resolution. Upon request by the Borrower or the Issuer the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank at 4000 West North Avenue, Chicago, Illinois.
- 5. The Issuer represents and warrants that the rights of the Issuer under the Agreement assigned hereby are owned by the Issuer, free and clear of any lien, charge, mortgage, piedge, security interest or encumbrance.
- 6. Pursuant to the Agreement, the Jorrower is to notify the Bank, on behalf of the Issuer, promptly of all capounts proposed to be prepaid by the Borrower under the Agreement and the Issuer hereby authorizes and directs the Bank to note on the Bord the amounts so prepaid.
- If an Event of Default under the Agreement shall occur and be continuing, the Bank, without obligation to resort to any other security, at its own expense or the expense of the Borrower, shall have the right at any time and from time to time, in its sole discretion, to enforce the rights and remedies specified in Article VI of the Agreement, and to take any and all action available to it under any other document referred to herein or under any applicable law or which, in the judgment of the Bank, is necessary or appropriate to enforce the rights of the Issuer in respect of its interests in the moneys payable under the Agreement. Upon any such enforcement of rights under the Agreement, after deducting all costs and expenses of every kind of the Bank and the Issuer, including attorney's fees, from the proceeds of any recovery, the Bank shall apply any residue to the payment of any liabilities of the Issuer on the Bond, all as provided in the Bond Resolution. The balance, if any, remaining after (i) payment in full of the principal of and interest on the Bond, and (II) payment in full of all of the liabilities of the Issuer under the Bond Resolution or this Assignment and of the liabilities of the Borrower under the Note, the Agreement, the Mortgage,

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and any other agreement or document executed by the Borrower in connection therewith, shall be paid to the Borrower.

- 8. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity.
- 9. During the term of this Assignment, unless compliance shall have been waived in writing by the Bank, the Issuer agrees:
- (a) it will deliver to the Bank copies of any documents delivered to the Dorrower under the Agreement; and
- (b) It will not consent to or agree to any modifications of the Agreement, inc. Assignment or any other document referred to herein or waive any of the terms of any thereof without the prior written consent of the Bank.
- 10. Notwithstending the foregoing provisions of this Assignment, the Bank understands and agrees that the obligations of the Issuer to make payments of principal installments and interest on the Bond are special limited obligations of the Issuer payable solely and only out of the revenues and receipts to be derived by the Issuer under the Agreement, the Mortgage, the Assignment of Rents, the Assignment of Beneficial Interest and the Note and that the Bond and the obligation to pay interest thereon do not constitute the debt or indebtedness of the Issuer within the meaning of any provision or limitation of the Constitution or statutes of the State of Illinois or of any political subdivision thereof, including the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer, or a charge against its general credit or taxing powers.
- 11. No delay on the part of the Bank in exercising any of its options, powers or rights, or any partial or single exercise thereof, shall constitute a waiver thereof.
- The Issuer agrees that it will from time to time at the Bank's reasonable request, execute and deliver such instruments of further assurance with respect to the assignment, pledge and security interest provided for in this Assignment as the Bank may specify. Upon request of the Bank, the Issuer agrees to execute and file or cause to be nied a financing statement under the Uniform Commercial Code of Illinois or any other document the filing of which, in the judgment of the Bank, is necessary or desirable to establish and protect its security interest in such revenues and receipts and the rights of the Issuer under the Agreement and the other documents referred to herein which are assigned to the Bank pursuant to this Assignment. Upon the payment in full of the principal of and interest on the Bond, the Bank will cancel the Bond and the Note, deliver the Bond and a copy of the cancelled Note to the Issuer and deliver the Note and a copy of the cancelled Bond to the Upon the termination of this Assignment, the Bank will Borrower. execute and deliver to the issuer all releases and other instruments reasonably requested by the Issuer for the purpose of evidencing the

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release and discharge of the liens and security interests evidenced by this Assignment.

- 13. Any notice or demand upon the Issuer shall be deemed to have been sufficiently given or served for all purposes thereof if mailed, certified or registered mail, postage propaid, to the Issuer at Village Hall, 6701 South Archer Avenue, Bedford Park, Illinois 60501, Attention: Village Manager, with a copy to Mark Morgan, 14730 South Kilbourn, Midlothian, Illinois 60445 and if to the Bank, at Ploneer Bank & Trust Company, 4000 West North Avenue, Chicago, Illinois, Attention: President. The Issuer and the Bank may, by notice given hereunder, designate any further or different addresses to which subsequent notices, demands or communications shall be sent.
- 14.' This Assignment shall be governed by the laws of the State of Illinois.

VILLAGE OF BEDFORD PARK, ILLINOIS

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By: Dualla

(SEAL)

Attost:

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EXHIBIT A

Description of Real Property

That real property, located in the Village of Bedford Park, Cook County, Illinois, more particularly described as follows:

PARCEL 1

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, BANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ΛT TWENTY-FIVE (26) FEET WEST OF THE EAST LINE AND SIX HUNDRED FIFTY (650) FERT NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF FIVE HUNERED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET: THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SINTY-TWO ONE-HUNDREDTHS (218.62) FEET ON A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.04) FEET SAID CURVE BEING TANGENT TO THE LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE SOUTH LINE OF THE QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THERTY (30) FEET SOUTH EASTERLY OF AND PARAMLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL LINE ONE HUNDRED AND SIXTY-BIX ONE-HUNDRETHS (100,66) FEET TO AN INTERSECTION WITH A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED NINETY-SIX AND NINETY-FOUR ONE-HUNDREDTHS (290,94) FEET SAID CURVE BEING TANGENT TO A LINE FIVE HUNDRED TWENTY-SIX (528) FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE NORTH EASTERLY ALONG SAID CURVE ONE HUNDRED THIRTY ONE AND THREE ONE-HUNDREDTHS (131,03) FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE EASTERLY FORTY AND ONE ONE-HUNDREDTHS (40.01) FEET A POINT FIVE HUNDRED TWENTY-FIVE (525) FEET NORTH OF THE SOUTH LINE HUNDRED AND SIX THIRTY-ONE AND FORTY-ONE HUNDREDTHS (631.41) FEET WEST OF THE EAST LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION SIX HUNDRED SIX AND FORTY-ONE ONE-HUNDREDTHS (606.41) FEET THENCE NORTH ONE HUNDRED TWENTY-FIVE (125) FEET TO THE PLACE BEGINNING.

ALSO

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PARCEL 2

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) MORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ΑT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF THREE HUNDRED FIFTY-TWO AND EIGHTY ONE-HUNDREDTIIS (352.86) FRET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDRETHS (218.62) FEET ON A CURVE LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-FIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET: SAID CURVE FEING TANGENT TO THE LINE EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF THE QUARTER QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF THE PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL TWO HUNDRED TWELVE AND FORTY-SEVEN ONE-HUNDREDTHS (212.47) FELT TO THE POINT OF TANGENCY OF A CURVED LINE, CURVE CONVEK TO THE NORTH WEST RADIUS TWO SEVENTY-EIGHT AND NIMETY-FOUR HUNDRED ONE-HUNDREDTHS (278.94) FEET; THENCE NORTH EASTERLY ALONG SAID CURVE TO TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION APPRESAID THENCE EAST ALONG SAID LINE FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET TO A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ONE HUNDRED FIFTY (150) FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

Property Address:

6000 South Oak Park Avenue

Bedford Park, IL 60501

PIN:

19-19-117-013-000

Drufted by:

uted ny: D. G

MAIL TO:

D. Glenn Ofsthun Rooks, Pitts and Poust 55 West Monroe Street Chicago, 1L 60603



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COUNTY OF COOK)	

a Notary Public in and for the County aforesaid, do horoby cortify and MARYDELLA COOMER, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Bedford Park, Illinois, the municipal corporation executing the within and foregoing instrument to which this is attached; that the seal affixed thereto is the seal of said Village; that said instrument was signed and scaled on behalf of said Village by authority of its Board of VILLAGE PRESIDENT Trustoes; bas that said DEP. VILLAGE CIERK as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Village by it and by them voluntarily executed,

GIVEN under my head and official seal this 30TH day of April 1986.

Notary Public

My Commission Expires: 12-6-88

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