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COLLATERAL ASSIGNMENT OF INSTALLMENT AGREEMENT

The State of Illinois
County of Cook

Known all men by these present:

That Lofton Kennedy, Jr., whose address is 3040 Bob-O-Link, Flossmoor, IL 60422, Cook County, Illinois, hereinafter called "Pledgor", for a valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, hereby TRANSFERS, ASSIGNS AND CONVEYS unto South Chicago Savings Bank, an Illinois Banking Corporation, with banking headquarters at 9200 South Commercial Avenue, Chicago, IL, 60617, (hereinafter called "Secured Party"), the Installment Agreement (hereinafter called "Collateral" and in which Pledgor grants to Secured Party a Security Interest) and all liens, rights, titles, equities and interests securing the same, described as follows, to-wit: Installment Agreement dated December 29, 1981, in the amount of \$ 85,000.00 payable to Lofton Kennedy from James Harper.

This transfer is made to secure the payment of a certain promissory note in the original principal sum of \$ 50,000.00, dated April 28, 1988, executed by Lofton Kennedy, Jr. (hereinafter called "Debtor") and payable to the order of Secured Party and upon full payment of which note this transfer shall be null and void and the COLLATERAL, together with the liens securing the same, shall, at the expense of Debtor, be re-transferred, without warranty or recourse, to Pledgor by Secured Party.

At the option of Secured Party and without necessity of demand or notice, all or any part of the Indebtedness shall immediately become due and payable irrespective of any agreed maturity or period of grace (provided, however, such consideration that constitutes interest under applicable law may never include more than the maximum amount allowed by law, and excess interest, if any, shall be automatically canceled as of the date of such acceleration and if theretofore paid, shall be credited on the Indebtedness) and/or any obligation of Secured Party for further financial accommodation shall terminate upon the happening of any of the following events:

(a) any breach of this Security Agreement or any other agreement between Secured Party and Debtor or any other party primarily or secondarily liable for all or any part of the Indebtedness (herein collectively and individually called "Other Liable Party");

(b) default in the payment of any of the Indebtedness when due;

(c) any deterioration, impairment or decline in character or value of any part of the Collateral or any other collateral subject to a security interest in favor of Secured Party to secure the Indebtedness (whether actual or reasonably anticipated) that causes the Collateral or any such collateral in the judgment of Secured Party to become unsatisfactory as to character or value;

(d) the entry of a judgment, issuance of an injunction or order of attachment, or any other process against Pledgor, or any of the Collateral, or Other Liable Party;

(e) the application for the appointment of a receiver, trustee, or liquidator, for any property of, Pledgor or Other Reliable Party;

(f) the death, incapacity, insolvency, dissolution, commission of an act of bankruptcy, assignment for the benefit of creditors, the whole or partial suspension, discontinuance, or liquidation of usual business, or failure in business, of or by Pledgor or Other Liable Party, including the imminent or threatened occurrence of any of the foregoing events;

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Lots 2, 3, and 4 in Block 5 in H. Hett, J.E. Lynch and H. Welps Vincennes Avenue Addition to Washington Heights being a subdivision of that part of the Northeast 1/4 of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of the C.R.I. and P. Railroad in Cook County, Illinois.

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(g) the commencement of any proceeding, suit or action under any provisions of the Bankruptcy Act, as amended, or any similar statute, for adjudication as a bankrupt, reorganization, receivership, liquidation or dissolution by or against Pledgor or Other Liable Party;

(h) the admission in writing by Pledgor or Other Liable Party of inability to pay its debts as they become due;

(i) failure by Pledgor or Other Liable Party, after demand, to furnish any financial information to Secured Party or to permit Secured Party to inspect books or records of account, making any misrepresentation to Secured Party for the purpose of obtaining credit, failure to pay when due any obligations, failure to pay any tax or failure to withhold, collect or remit any tax deficiency when assessed or due;

(j) failure by Pledgor, upon demand from Secured Party to furnish such further Collateral or make such payment on account of the Indebtedness as will be satisfactory to Secured party; or

(k) if in reasonable exercise of its judgment Secured Party determines that the financial responsibility of Pledgor or Other Liable Party has become otherwise unsatisfactory.

In the event of default in the payment of said indebtedness when due or declared due, Secured Party shall have the right to sell the COLLATERAL at Public Sale to the highest bidder for cash at the Courthouse door of the County of Secured Party's address hereinabove stated, after having given the notice of the time, place and terms of such Public Sale by posting a written or printed notice of said sale at the Courthouse door of said County at least ten days before the day of the sale and after sending reasonable notice to Debtor and to such other person or persons legally entitled thereto under the Uniform Commercial Code of Illinois, of the time and place of the Public Sale, and Secured Party shall transfer to the Purchaser at such sale said COLLATERAL, together with all liens, rights, titles, equities and interests in and to the above described property securing the payment thereof, and the recitals in such transfer shall be prima facie evidence of the truth of the matters therein stated and all prerequisites to such sale required hereunder and under the laws of this State shall be presumed to have been performed. The proceeds of the sale shall be applied, first to the reasonable expenses of the sale and then toward the payment of the principal, interest and attorney's fees due and unpaid upon the Note hereby secured, rendering the balance, if any, and surplus, if any, to the person or persons legally entitled thereto under the Uniform Commercial Code of Illinois, but if there be any deficiency, Debtor shall remain liable therefor, Secured Party shall have the right to purchase at such Public Sale, being the highest bidder therefor.

Secured Party, in addition to the rights and remedies provided for in the preceding paragraph, shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Illinois and Secured Party shall be entitled to avail himself of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the foreclosure of the Security Interest created hereby and the resort to any remedy provided hereunder or provided by the Uniform Commercial Code of Illinois or by any other law of Illinois shall not prevent the concurrent employment of any other appropriate remedy or remedies.

The requirement of reasonable notice to Pledgor of the time and place of any Public Sale of the COLLATERAL, or of the time after which any Private Sale or any other intended disposition thereof is to be made, shall be met if such notices is mailed, postage prepaid, to Pledgor at the address of Pledgor designated at the beginning of this instrument, at least five days before the date of any Public Sale or at least five days before the time after which any Private Sale or other disposition is to be made.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

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Secured Party, provided that the
signature of Harris Trust and
Savings Bank, stamped on the re-
verse side hereof, is hereby expressly
made a part hereof.

Secured Party may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default.

The Security Interest herein created shall not be affected by or affect any other security taken for the indebtedness hereby secured, or any part thereof, and any extensions may be made of the indebtedness without affecting the priority of this Security Interest or the validity thereof with reference to any third party, and the holder of said indebtedness shall not be limited by any election of remedies if he chooses to foreclose this Security Interest by suit. The right to sell under the terms hereof shall also exist cumulative with said suit and one method shall not bar the other, but both may be exercised at the same or different times, nor shall one be a defense to the other.

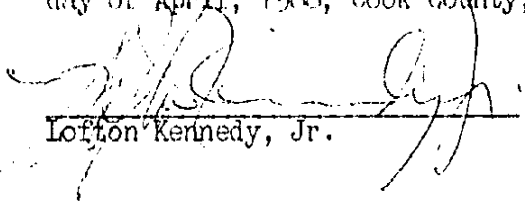
Pledgor authorizes Secured Party, at Secured Party's option, to collect and receipt for any and all sums becoming due upon the COLLATERAL, such sums to be held by Secured Party without liability for interest thereon and applied toward the payment of the note hereby secured as and when the same becomes payable, and Secured Party shall have the full control of the COLLATERAL and the liens securing the same until the note hereby secured is fully paid and shall have the further right to release the lien or liens securing the COLLATERAL upon the full and final payment thereof to Secured Party, but Secured Party is under no obligation to make or enforce the collection of the COLLATERAL and the failure of Secured Party from any cause to make or enforce the collection thereof shall not in any way prejudice the right of Secured Party to thereafter make or enforce collection thereof or in any way affect the indebtedness to Secured Party hereby secured.

The pronouns used in this agreement are in the masculine gender but shall be constructed as feminine or neuter as occasion may require. "Secured Party" and "Pledgor" as used in this agreement include, shall bind and shall inure to the benefit of the respective heirs, executors or administrators, successors, representatives, receivers, trustee and assigns of such parties. If there be more than one Pledgor, their obligations shall be joint and several.

The law governing this secured transaction shall be the Uniform Commercial Code as adopted in Illinois and other applicable laws of the State of Illinois. All terms used herein which are defined in the Uniform Commercial Code of Illinois shall have the same meaning herein as in said Code. If any provision of this Security Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by judicial decision which has become final, Pledgor and Secured Party shall promptly meet and negotiate substitute provision for those rendered illegal or unenforceable, but all of the remaining provisions shall remain in full force and effect.

SECURED PARTY MAY ENFORCE ITS RIGHT HEREUNDER WITHOUT RESORT TO PRIOR JUDICIAL PROCESS OR JUDICIAL HEARING, AND PLEDGOR EXPRESSLY WAIVES, RENOUNCES AND KNOWINGLY RELINQUISHES ANY AND ALL LEGAL RIGHTS WHICH MIGHT OTHERWISE REQUIRE SECURED PARTY TO ENFORCE ITS RIGHT BY JUDICIAL PROCESS. IN SO PROVIDING FOR NON-JUDICIAL REMEDIES, PLEDGOR RECOGNIZES AND CONCEDES THAT SUCH REMEDIES ARE CONSISTENT WITH THE USAGE OF THE TRADE, ARE RESPONSIVE TO COMMERCIAL NECESSITY, AND ARE THE RESULT OF BARGAIN AT ARM'S LENGTH, NOTHING HEREIN IS INTENDED TO PREVENT SECURED PARTY OR PLEDGOR FROM RESORTING TO JUDICIAL PROCESS AT EITHER PARTY'S OPTION.

IN WITNESS WHEREOF, the pledgor has executed this agreement this the 28th day of April, 1988, Cook County, Illinois.


Lofton Kennedy, Jr.

HARRIS TRUST AND SAVINGS BANK AS
TRUSTEE UNDER TRUST #38749 AND
NOT INDIVIDUALLY

By: 

Date: 5-3-88

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It is expressly intended and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, covenants, conditions, covenants, indemnities, undertakings and agreements herein made on the part of the Home Trust and Savings Bank while in form purporting to be made by the said Home Trust and Savings Bank are nevertheless in fact made by the said Home Trust and Savings Bank as personal warranties, covenants, conditions, covenants, indemnities, undertakings and agreements by the Home Trust and Savings Bank personally but are made and intended to be made by the said Home Trust and Savings Bank as trustee of the trust property specifically mentioned herein and the same are executed and delivered by the Home Trust and Savings Bank in its own right, but solely in the name of the said Home Trust and Savings Bank by virtue of the land trust agreement and the said Home Trust and Savings Bank's personal responsibility is assumed by the said Home Trust and Savings Bank as trustee against the Home Trust and Savings Bank as a result of the execution of the same on account of any and all claims, damages, losses, expenses, costs, charges, liabilities, undertakings or obligations of any kind or in any way arising out of or in connection with the same. The said Home Trust and Savings Bank hereby acknowledges that it is the trustee of the said trust property and that it has no management and control of the said trust property and that it has no interest therein, and that all the proceeds and income of the said trust property and proceeds from said trust property shall be paid to the Beneficiary or Beneficiaries named in the instrument conferring the same and the said Home Trust and Savings Bank shall be bound by the provisions of the instrument conferring the same and shall not be liable for the payment of the same.

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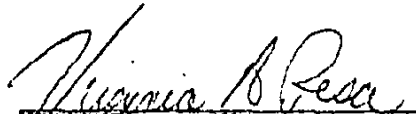
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THE STATE OF ILLINOIS
COUNTY OF COOK

I, Virginia A. Resa, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Lofton Kennedy, Jr., personally known to me as to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waive of all rights and benefits under and by virtue of the homestead laws of this state.

GIVEN under my hand and notarial seal this 28th day of April, 1988.


VERGINA A. RESA

My Commission Expires on September 28, 1991.

DEPT-03 RECORDING \$15.00
THREE TRAN-2295 05/10/88 12:11:00
COOK COUNTY RECORDER

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COOK COUNTY CLERK'S OFFICE
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