

**UNOFFICIAL COPY** 91046092  
**COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST**

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$15,336.00	01-22-1991	01-22-1992	270367500	9002	3210		bod	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** Kevin Ebel  
 Nancy J. Ebel  
 2 Lucas Drive  
 Palos Hills, IL 60465

**Lender:** Interstate Bank of Oak Forest  
 15533 South Cicero  
 Attn: Loan Department  
 Oak Forest, IL 60452

**Grantor:** Kevin T. Ebel  
 2 Lucas drive  
 Palos Hills, IL

MAIL TO  
 INTERSTATE BANK OF OAK FOREST  
 15533 SOUTH CICERO  
 OAK FOREST, IL 60452  
 17 25  
 01-20-91 15 57 00  
 01-21-91 046092

1000000000

THIS ASSIGNMENT OF BENEFICIAL INTEREST IS DATED JANUARY 22, 1991, between Kevin T. Ebel, whose address is 2 Lucas drive, Palos Hills, IL (referred to below as "Grantor"); and Interstate Bank of Oak Forest, whose address is 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452 (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.

**Borrower.** The word "Borrower" means each and every person or entity signing the Note, including without limitation Kevin Ebel and Nancy J. Ebel.

**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 any of the Events of Default set forth below in the section titled "Events of Default."

**Grantor.** The word "Grantor" means Kevin T. Ebel. Any Grantor who signs this Agreement, but does not sign the Note, is signing this Agreement only to grant a security interest in Grantor's interest in the Collateral to Lender and is not personally liable under the Note except as otherwise provided by contract or law (e.g., personal liability under a guaranty or surety).

**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 Borrower or expenses incurred by Lender to enforce obligations of Borrower under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means Interstate Bank of Oak Forest, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated January 22, 1991, in the original principal amount of \$15,336.00 from Borrower 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 a variable interest rate based upon an index. The index currently is 9.500% per annum. The interest rate to be applied to the unpaid principal balance of this Agreement shall be at a rate of 1.500 percentage point(s) over the index, resulting in an initial rate of 11.000% per annum. **NOTICE:** Under no circumstances shall the interest rate on this Agreement be more than the maximum rate allowed by applicable law. **Notice: the Note contains a variable rate of interest.**

**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, 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:

Lot 8 in Block 3 in Country Squire Estates Unit No. 1, being a subdivision of part of the East 1/2 of the Northwest 1/4 of Section 25, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 10 South Carriage Trail, Palos Heights, IL 60463. The Real Property tax identification number is 23-25-109-008.

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(Continued)

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

**Trust.** The word "Trust" means that certain trust created by a Trust Agreement dated May 9, 1978, and known as Palos Bank and Trust Company Trust Number 1-1281.

**Trustee.** The word "Trustee" means Palos Bank and Trust Company as Trustee.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Except as otherwise required under this Agreement or by applicable law, (a) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (b) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (c) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Agreement is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

**GRANTOR'S WAIVERS.** Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Grantor, Borrower, or any other party to the indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the written consent of Grantor: (a) grant any extension of time for any payment, (b) grant any renewal, (c) permit any modification of payment terms or other terms, or (d) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA, Keogh or trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**POWER OF DIRECTION.** The sole power of direction under the Trust shall be held by Lender.

**PERFECTION OF SECURITY INTEREST.** Grantor 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 Lender's 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 documents 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.

**Additional Liens.** 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 beneficial interest in or to any land trust holding title to the Real Property, or by any other method of 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 and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** 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, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. 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, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance 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. (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, or about 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 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

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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. 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 occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. 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. Specifically without limitation, 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. 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 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, except for the Existing Indebtedness referred to below, 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 and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender a title insurance satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

**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 mortgagee clause in favor of Lender. In no event shall the amount of insurance be less than \$1.00. 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 ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If 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.

**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.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Agreement, to the extent compliance with the terms of this Agreement would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Agreement for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**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

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shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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

**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 described in the existing indebtedness section below or 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.

**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.

**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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Agreement.

**Existing Lien.** The lien of this Agreement securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to Palos Park and Trust Company described as: Mortgage loan dated 5/9/78 and recorded as document number 25651539. The existing obligation has a current principal balance of approximately \$102,000.00 and is in the original principal amount of \$120,000.00. The obligation has the following payment terms: Monthly payments of principal and interest. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Agreement shall become immediately due and payable, and this Agreement shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Agreement by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**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 necessarily paid or incurred by Grantor or 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 Borrower to make any payment when due on the Indebtedness.

**Other Defaults.** Failure of Grantor or Borrower 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 failure of Borrower to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

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

**Creditor Proceedings.** Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or Borrower against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor or Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor or Borrower as to the validity or reasonableness of the claim which is the basis of the creditor proceeding and if Grantor or Borrower gives Lender written notice of the creditor proceeding and deposits with Lender monies or a surety bond for the creditor proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**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.

**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 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 without regard to the then 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.

**Apply Accounts.** Lender may hold all of Grantor's Collateral consisting of accounts with Lender, and Lender may apply the funds in these accounts to pay all or part of the Indebtedness.

**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 of 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 and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Attorneys' Fees; Expenses.** Grantor and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor and Borrower 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 and Borrower 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.

**Multiple Parties.** All obligations of Grantor and Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Agreement. Where any one or more of the parties are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the parties or of the officers, directors, partners, or agents acting or purporting to act on their behalf.

**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 and shall be effective when actually delivered or when 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 or Borrower, notice to any Grantor or Borrower will constitute notice to all Grantor and Borrowers. For notice purposes, Grantor or Borrower agrees to keep Lender informed at all times of Grantor or Borrower'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.** 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.

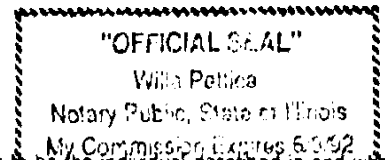
**EACH GRANTOR AND BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST, AND EACH GRANTOR AND BORROWER AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 22, 1991.**

GRANTOR:

X Kevin T. Ebel  
Kevin T. Ebel

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Cook ) SS



On this day before me, the undersigned Notary Public, personally appeared Kevin T. Ebel, 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.

Given under my hand and official seal this 22nd day of January, 19 91.

By Willa Petrica Notary Public in and for the State of Ill residing at 11111 My commission expires 6/9/92

**ACCEPTANCE BY LENDER**

In consideration of the foregoing Collateral Assignment of Beneficial Interest for security purposes from Kevin T. Ebel to Interstate Bank of Oak Forest and the mutual benefits and advantages flowing between the parties and other valuable consideration, Interstate Bank of Oak Forest hereby accepts the foregoing Assignment, subject to all the terms and provisions of the Trust Agreement dated May 9, 1978, and known as Palos Bank and Trust Company Trust Number 1-1281, but Interstate Bank of Oak Forest hereby expressly disclaims any and all of the liabilities imposed by the Trust Agreement upon the beneficiary or beneficiaries thereof, until such time as Interstate Bank of Oak Forest shall exercise the rights and privileges conferred on it by the foregoing Assignment.

Date: 27/9/91 Lender: Interstate Bank of Oak Forest  
By [Signature] Authorized Officer

**ACCEPTANCE BY TRUSTEE**

Palos Bank and Trust Company as Trustee, not individually, but as Trustee, hereby acknowledges the receipt of the Collateral Assignment of Beneficial Interest, as set forth above, on January 25, 19 91, and accepts the same in accordance with the terms and provisions of the Trust Agreement dated May 9, 1978, and known as Palos Bank and Trust Company Trust Number 1-1281, to Interstate Bank of Oak Forest. Until the Assignment is released by Interstate Bank of Oak Forest, Palos Bank and Trust Company as Trustee agrees not to permit or allow Kevin T. Ebel to deal with the Trust in any manner inconsistent with the foregoing Assignment unless such act is approved in writing by Interstate Bank of Oak Forest.

Date: January 25, 1991 Trustee: Palos Bank and Trust Company as Trustee u/t/a 1-1281  
By [Signature] Trust Officer

**RELEASE (AFTER PAYMENT)**

The foregoing Collateral Assignment of Beneficial Interest from Kevin T. Ebel to Interstate Bank of Oak Forest is hereby cancelled and released.

Date: \_\_\_\_\_ Lender: Interstate Bank of Oak Forest  
By \_\_\_\_\_ Authorized Officer

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