

The Trustee shall not execute any document with respect to the Trust without the prior written approval of _____ and Trust Company.

COLLATERAL
ASSIGNMENT UNDER LAND TRUST

FOR VALUE RECEIVED, the undersigned, _____ (the "Assignor(s)"), the owner of 100% of the entire beneficial interest under that certain Trust Agreement at: _____ and Trust Company as Trust Agreement dated _____ and known as trust No. _____, hereby grants to _____ (the "Lender") a security interest in, and assigns and transfers to the Lender, all of the right, title and interest of the Assignor in, to or under the Trust Agreement, including without limitation, the beneficial interest thereunder, the power of direction and all other rights, powers and privileges thereunder, and all proceeds and avails of the foregoing (the "Collateral") as security for the payment in full of any and all indebtedness, obligations and liabilities of the Assignor (or any of them, if more than one) to the Lender, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several, or joint and several, and howsoever created or arising, and of all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by the Lender, in realizing upon or protecting the collateral, or collecting or enforcing the payment of any or all of the indebtedness hereby secured. There is reserved to the Assignor, however, subject to all of the provisions hereof, the right to manage the property at any time held by the Trustee under the Trust Agreement and to receive and retain any current rents payable thereon, provided that the Assignor shall not have the right to receive any proceeds or avails of the property arising from the sale or mortgage of such property or the payment for more than one month in advance of any rent thereon or to exercise the power of direction, all such rights, powers and privileges being vested solely in the Lender.

The Assignor further warrants to and agrees with the Lender as follows:

1. The Assignor is the owner of the percentage set forth above of the entire beneficial interest under the Trust Agreement with full power and authority to make the assignments herein provided for and the Collateral is free from any security interest, lien, encumbrance, or other right, title or interest of any other person, firm or corporation except for the security interest of the Lender granted herein, and no financing statement or other similar document is now on file in any public office covering any of the Collateral.

2. The Assignor has delivered to the Lender a true and correct copy of the Trust Agreement and any and all deeds in trust conveying any real estate to the Trustee. The Trustee is the owner of record of the real estate described in the Trust Agreement and in any and all such deeds in trust (all said real estate is referred to herein as the "Trust Property"), and

the Trust Property is free from any leases, mortgages, liens, charges or encumbrances except as have been heretofore disclosed to the Lender in writing.

3. The Assignor shall comply with the terms contained in the documents evidencing and securing that certain \$_____ loan (the "Loan") evidenced by the Secured Promissory Note dated _____, the Mortgage, the following if applicable: Security Agreement and Assignment of Rents and Leases (the "Mortgage"), which is filed against the Trust Property, and all other documents evidencing and securing the Loan. In the event the Assignor shall default in the performance and observance of any covenants and agreements hereunder, the Lender may, but need not, advance funds or otherwise perform any act for the purpose of performing the same, and all such funds advanced or expenses incurred by the Lender in connection therewith shall constitute additional indebtedness of the Assignor secured hereby and shall become immediately due and payable from the Assignor without notice, together with interest thereon at a rate as provided in the Secured Promissory Note, provided that no action on the part of Lender shall cure any default hereunder on the part of the Assignor or relieve the Assignor from the consequences thereof.

4. Whether or not any default has occurred hereunder, all proceeds and avails of the Collateral, including any proceeds of the sale or mortgage of the Trust Property or the prepayment for more than one month of any rents (if applicable) thereon and all proceeds of condemnation awards or insurance, shall be paid over to the Lender by the Trustee or the Assignor (except that with respect to condemnation or insurance awards, paragraphs (6) and (18) of the Mortgage shall control) and may be retained by the Lender as additional collateral security for the payment of the indebtedness secured hereby. All or any part of such proceeds so received by the Lender may be applied to the payment of all or any part of the indebtedness hereby secured (whether or not then due) at such times and in such manner as the Lender may deem proper or in the discretion of the Lender may be released to the Assignor for the purpose of restoring the property or for any other purpose on such other terms and conditions as the Lender may in its discretion deem proper.

5. The occurrence of any of the following shall constitute a default for the purposes hereof: (a) default in payment at maturity (whether by acceleration or otherwise) of the principal of or interest on any of the indebtedness hereby secured and such default has not been cured on or prior to ten (10) days after such payment is due; (b) default in the performance or observance of any other covenant or agreement provided herein or in any other instrument evidencing or observed by the Assignor and such default has not been cured within thirty (30) days after such notice to Assignor; (c) any warranty, representation or statement made or furnished to the Lender by or on behalf of the Assignor in connection with this Assignment proves to be false in any material respect as of the date of making or issuance thereof; (d) the Collateral is levied or seized under any levy or attachment or under any other legal process; (e) any substantial part of the building or improvements on the Trust Property is damaged or destroyed by fire or other casualty and Assignor fails promptly to use insurance proceeds (provided said insurance proceeds are made available to Assignor by Lender) to repair or rebuild the building or improvements; (f) condemnation, eminent domain or other similar proceedings are commenced by a governmental body or any other person against any substantial part of the Trust Property; provided, however, that such occurrence shall not

constitute a default if the proceeds of any award from such condemnation, eminent domain or similar proceeding are sufficient to repair, restore or rebuild the building in the manner and under the conditions that the Lender may require, and Lender makes such awards available to Assignor; (g) the death, incompetency, dissolution, termination of existence of the Assignor or any guarantor or surety for the Assignor, if any; or (h) any bankruptcy, arrangement, reorganization or similar proceeding for the relief of debtors is instituted by or against the Assignor or guarantor or surety for the Assignor, and Assignor, guarantor or surety fails to obtain a vacation or stay of involuntary proceedings within thirty (30) days after such proceeding is instituted against the Assignor, guarantor or surety.

6. Upon the occurrence of a default, the full amount remaining unpaid on any indebtedness hereby secured shall, at the option of the Lender, be and become due and payable without notice to the Assignor, and the Lender shall then have the rights, options, duties and remedies of a secured party under the Uniform Commercial Code of Illinois. Without limiting the foregoing, upon the occurrence of a default, the Lender may proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to the Assignor under said Trust Agreement to manage, direct, control and deal with the Trust Property or any part thereof to the same extent as the Assignor, including the right to collect and receive any of the rents and other proceeds and avails thereof. Any requirement of the Code for reasonable notice to the Assignor shall be met if such notice is mailed, postage prepaid, to the Assignor, at its address as shown on the records of the Lender at least ten (10) days prior to the date of sale, disposition or other event giving rise to the requirement of notice. The Assignor shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the Collateral first to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection therewith, and then to the satisfaction of the indebtedness hereby secured. No delay or omission of the Lender to exercise any right or power arising from any default on the part of the Assignor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Lender of any default, whether such waiver be full or partial, shall extend to or be construed to affect any subsequent default, or to impair the rights resulting therefrom. No remedy hereunder is intended to be exclusive of any other remedy given hereunder or in any other instrument or agreement between the parties hereto, but each and every remedy shall be cumulative and in addition to any other and every other remedy.

7. Notwithstanding anything to the contrary appearing in the Trust Agreement, the Collateral is assigned and transferred to the Lender by way of collateral security only, and accordingly, the Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under the Trust Agreement, whether provided for by the terms thereof or arising by operation of law or otherwise, and the Assignor hereby acknowledges and agrees that the Assignor is and will remain liable thereunder to the same extent as though this Assignment had not been made.

8. This Agreement shall remain in full force and effect (notwithstanding that at any time or times after the execution of this Assignment the Assignor may not have any indebtedness outstanding to the Lender) until released in writing by the Lender, it being the

express intent of the Assignor that this Assignment shall secure any and all indebtedness of the Assignor to Lender whether the indebtedness is outstanding as of the date of this Assignment or is incurred from time to time hereafter. The Assignor hereby authorizes and directs the Trustee not to accept, acknowledge or register upon its trust records, any assignment or transfer of the Collateral subsequent hereto until the Trustee has received a written release of the Lender's security interest granted therein. The Lender agrees that it will, as soon as practicable after receipt at the office of the Lender of a written request from the Assignor, execute and deliver to the Assignor a release of its interest hereunder so long as all indebtedness secured hereby has been paid in full.

9. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein contained unenforceable or invalid. This Assignment shall be binding upon the Assignor and upon the heirs, legal representatives, successors and assigns of the Assignor and shall inure to the benefit of the Lender and its successors and assigns. This Assignment shall be construed in accordance with, and governed by, the laws of Illinois. This Assignment may be executed in any number of counterparts, each constituting an original, but all together one and the same instruments.

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

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment this _____ day of _____, 20____.

ACCEPTANCE

The _____ and Trust Company acknowledges receipt of the foregoing Assignment this _____ day of _____, and accepts the same.

_____ and Trust Company

By: _____

Its: _____

TRUSTEE'S ENDORSEMENT

_____ and Trust Company as Trust Agreement dated
_____, 20____ and known as trust No. _____.

_____ and Trust Company, not individually but as successor Trustee as
aforesaid.

By: _____

Its: _____

Date: _____, 20 _____

ATTEST:

By: _____

Its: _____

(Impress corporate seal)