



COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

KNOW ALL MEN BY THESE PRESENTS that the undersigned (hereinafter called "Assignor"), the owner of _____ % of the entire beneficial interest under that certain Trust Agreement dated _____, and known as Trust Number _____, executed by ATG Trust Company, Chicago, Illinois, as Trustee, in consideration of the sum of One Dollar and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, does hereby grant a security interest in, sell, assign, transfer, set over, pledge, and deliver unto _____ (hereinafter called "Bank") and to its successors and assigns, all of the right, title, and interest of the Assignor under and to the aforesaid Trust Agreement and in, under, and to the property referred to or described in said Trust Agreement and in, under, and to any and all proceeds or avails of said property or any part thereof, including without limitation all proceeds and avails from rentals, mortgages, sales, conveyances, or other dispositions or realizations of any kind or character of or from said property or any part thereof, including without limitation the right to manage, direct, and control the property and the acts and doings of the Trustee in respect of such property.

The Assignor represents and warrants:

- a. Except for the security interest of the Bank therein, the Assignor is the owner of all the collateral pledged herein free from any liens, security interest, encumbrance, or other right, title, or interest of any other person, firm, or corporation, and the Assignor shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Bank.
- b. There is no Financing Statement now on file in any public office covering any property of any kind that is included within this Assignment or intended so to be, and as long as any amount remains unpaid on any indebtedness or liabilities of the Assignor to the bank or any credit from the Bank to the Assignor is in use by or available to the Assignor, the Assignor will not execute and there will not be on file in any public office any Financing Statement or Statements describing or attempting to describe the collateral pledged herein.

This Assignment is made and given as collateral security for payment in full of all principal and interest on any and all indebtedness, obligations, and liabilities of the Assignor (or any of them, if more than one) to the bank, whether now existing or hereafter arising due or to become due, direct, indirect, or contingent, joint or several, or joint and several; and as security for all expenses and charges, legal or otherwise, including attorneys' fees paid or incurred by the Bank, in realizing upon or protecting this Assignment or the indebtedness secured hereby. Upon nonpayment at maturity (whether by acceleration or otherwise) of the principal of or interest on the indebtedness secured hereby, or at any time or times or from time to time thereafter, said Bank may:

- a. exercise any one or more of all of the rights or remedies set forth in the Note hereinabove described or set forth in any other evidence of indebtedness secured hereby, and, in addition, the Bank shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois. Any requirement of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to the Assignor at the address of the Assignor as shown on the records of the Bank at least 5 days prior to the time of the sale, disposition, or other event or thing giving rise to the requirement of notice. The right of the Bank to be the purchaser for its own account at any sale or other disposition of the collateral shall not be affected by the fact that the Bank is or may be now or at the time of such sale or disposition the Trustee under that Trust Agreement described in the first paragraph hereof, nor shall such fact in any manner otherwise affect the rights of the Bank to sell, dispose of, or otherwise deal with the security interest granted herein; and
- b. 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 property or any part thereof covered by said Trust Agreement, including without limitation the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances, or other dispositions or realizations of any kind or character of or from said property or any part thereof; and
- c. proceed to protect and enforce this conveyance by suit or suits or proceedings in equity, at law, or otherwise whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by said Trust Agreement or any part thereof, or for the enforcement of any other proper, legal, or equitable remedy available under applicable law.

Any and all net proceeds received by said Bank by reason of the foregoing paragraphs (a), (b), and (c) or pursuant to said paragraphs, after first deducting all legal or other costs and expenses in and about effecting such realization, shall be applied to pay any or all of the indebtedness hereby secured as said Bank shall deem proper, any overplus to be returned to the Assignor. This Assignment can be terminated only upon delivery to the Trustee of a reassignment duly executed by the Bank.

Notwithstanding anything to the contrary appearing in said Trust Agreement, the interest hereinabove described is assigned and transferred to the Bank by way of collateral security only and, accordingly, the Bank 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 said Trust Agreement, whether provided for by the terms thereof, arising by operation of law, or otherwise; the Assignor hereby acknowledging and agreeing that the Assignor is and remains liable thereunder to the same extent as though this assignment had not been made.

The Assignor hereby represents and warrants that the Assignor has full power and authority to make the assignment herein provided for or resulting herefrom and that the Assignor is the owner of _____ % of the beneficial interest under said Trust Agreement, free and clear of any lien or encumbrance. The Assignor will make no further assignments without the written approval of the Bank. In the event that this Assignment is executed by more than one Assignor, the word "Assignor" shall be deemed to include all of them (or any 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, said _____ hereunto set his/her/their hand(s) and seal(s) this _____ day of _____, _____.

By _____

By _____

ACCEPTANCE

_____ hereby acknowledges receipt of the foregoing assignment this _____ day of _____, _____.

By _____

TRUSTEE'S ENDORSEMENT

ATG Trust Company, as Trustee under its Trust Number _____, hereby acknowledges this _____ day of _____, _____, receipt of the foregoing assignment and agrees that it will not accept any further assignments without first having received the written approval of _____.

ATG TRUST COMPANY as Trustee, as aforesaid

By _____