

COLLATERAL ASSIGNMENT

The undersigned, Harbor Financial Group, LTD, an Illinois corporation with its principal place of business at 1070 Sibley Blvd., Calumet City, Illinois 60409 (hereinafter called "Assignor"), hereby grants a security interest in and assigns to Cole Taylor Bank, located at 7601 South Cicero Avenue, Chicago, Illinois 60652 (hereinafter called "Lender"), and its successors and assigns, all right, title and interest in and to any and all proceeds of or payments from time to time made or due under the Mortgage/Trust Deed dated September 28, 1999 executed by Maura + [Signature] in favor of Assignor and recorded or registered on June 12, 2000 with the Lake County Recorder of Deeds/Registrar of Titles as Document No. 3000 041260 (the "Mortgage"), a copy of which is attached hereto as Exhibit A, including the right to take any action deemed appropriate by Lender to enforce collection of the same (provided, however, Lender shall have no obligation to take any such action), and Assignor directs that all such sums as hereinabove described be paid directly to Lender for application pursuant to the terms of the hereinafter described liabilities.

This Assignment is made and given as security for the prompt payment when due of any and all obligations, indebtedness and liabilities of the Assignor to Lender, whether such obligations, indebtedness or liabilities are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired by said Lender, and all renewals and extensions thereof (hereinafter called "Liabilities").

Upon nonpayment at maturity (whether by acceleration or otherwise) of the Liabilities, or at any time or times or from time to time thereafter, Lender may exercise any one or more or all of the rights or remedies set forth in any document evidencing any part or all of the Liabilities, secured hereby, and in addition Lender 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 requirements of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to Assignor at the address of Assignor as shown on the records of Lender at least five (5) days prior to the time of the event or thing giving rise to the requirement of notice.

Any and all net proceeds received by Lender by reason of the foregoing, after first deducting all legal or other costs and expenses in effecting such realization, shall be applied to pay any or all of the Liabilities as Lender shall deem proper, any surplus to be returned to Assignor. Upon full payment of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom shall cease to exist.

Notwithstanding anything to the contrary appearing herein or in the aforesaid Mortgage, the interest hereinabove described is assigned and transferred to Lender by way of collateral security only and, accordingly, Lender by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the aforesaid Mortgage, whether provided for by the terms thereof, arising by operation of law or otherwise; and Assignor will execute and deliver to Lender, for filing where and as often as Lender deems necessary, all financing statements and other forms of notices as Lender may request and Assignor will pay the costs of filing thereof.

Assignor warrants that the Mortgage is in full force and effect. Assignor agrees that the Mortgage shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver or otherwise, without the prior written consent of Lender.

Dated at Chicago, Illinois this 25th day of September 192000.

HARBOR FINANCIAL GROUP, LTD.
an Illinois Corporation

By: [Signature]
President

STEPHEN P TRIPP
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 4, 2008

Stephen P. Tripp

[Signature]
EP.

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