

**ASSIGNMENT OF LAND TRUST
FOR COLLATERAL PURPOSES**



Old Second Bancorp, Inc.
37 S. River Street, Aurora, IL 60506
oldsecond.com

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 No. _____ executed by OLD SECOND NATIONAL BANK 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, for collateral purposes, assign, to _____

(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.

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, at Assignor's expense, 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 which is included within this Assignment or intended so to be, and so 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, or joint and several; and as security for all expenses and charges, legal or otherwise, including attorney's 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 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 and any other applicable law.

Any and all net proceeds received by said Bank by reason of the foregoing, 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 with any overplus to be returned to the Assignor. **This Assignment can be terminated only upon delivery to the Trustee of a re-assignment or cancellation 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, or otherwise direct the Trustee to take any action, without the written approval of the Bank.

The real property constituting the corpus of the land is located in the municipality(ies) of _____, in the County(ies) of _____, Illinois. This Assignment of Land Trust for Collateral Purposes must be recorded if it relates to land situated in counties with a population of more than two million.

Recordation:

- Check this box if the Assignment transaction is exempt from recordation under the provisions of Section 3 of the Illinois Land Trust Recordation and Transfer Tax Act.
 Check this box if the Assignment is not exempt under the Illinois Land Trust Recordation and Transfer Tax Act and record this Assignment following the instructions set forth below.

IN WITNESS WHEREOF, said hereunto set his/their hand(s) and seal(s) this _____ day of _____, A.D. _____.

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

ACCEPTANCE

_____ hereby acknowledges receipt of the foregoing assignment this _____ day of _____, A.D. _____, and accepts same.

By: _____

TRUSTEE'S ACKNOWLEDGMENT

OLD SECOND NATIONAL BANK, not individually but as Trustee under its Trust No. _____, hereby acknowledges receipt of the foregoing assignment and agrees that it will not accept any further assignments without first having received the written approval of the Bank.

DATED at Aurora, Illinois this _____ day of _____, A.D. _____.

OLD SECOND NATIONAL BANK
as Trustee of Aforesaid

By: _____

Filing Instructions:

In the event this Assignment of Land Trust for Collateral Purposes relates to land situated in counties with a population of more than two million, the same or a facsimile thereof is required to be recorded, with the Recorder of Deeds or Registrar of Titles of the county in which the real estate that is the subject of the trust is located, within sixty (60) days after the Trustee accepts the instrument which transfers the beneficial interest. This Assignment will not be effective until the recorded original or a file stamped copy of the recorded original of this instrument is delivered to the Trustee with the original Assignment to be receipted by the Trustee.