

August 20, 2020

Mr. Michael Bruce and Village of Oak Park Zoning Board of Appeals
123 Madison Street
Oak Park, Illinois 60302

Re: Variance Request for 141-151 N. Oak Park Avenue in Oak Park, Illinois

Dear Michael Bruce and Members of the Village of Oak Park Board of Appeals,

Hinsdale Bank & Trust (“HBT”) is seeking a variance to open a financial institution at 141 – 151 N. Oak Park Avenue. Currently the property is zoned DT-2 and is in the Ridgeland-Oak Park historical district. Per village ordinance (8.3.A.1.A), a variance is required for a commercial banking operation to be allowed within the first 50 feet of the street lot line at grade level or on the ground floor of any building.

HBT is part of the Wintrust Financial Corporation and is one of 14 bank charters that operates throughout the greater Chicagoland area. For some time, HBT has been working to provided banking services to the Oak Park community and has found an ideal location at 141-151 N. Oak Park Avenue in the historic Scoville Square building. HBT would provide the following services at this location: consumer banking, small business banking (including the full array of SBA lending programs), residential mortgage lending through Wintrust Mortgage Company, commercial real estate lending, trust and investment services through Wintrust Wealth Management, and safety deposit box services. The intent is that HBT would be open Monday through Friday 8:30 am to 5:30 pm and Saturday’s from 8:30 am to 1:00 pm. Additionally, HBT is looking forward to becoming an active member in the Oak Park community.

HBT understands pursuant to section 14.3 E of the Village of Oak Park Zoning Code that to allow this variance we must meet the following requirements. Please see our responses below.

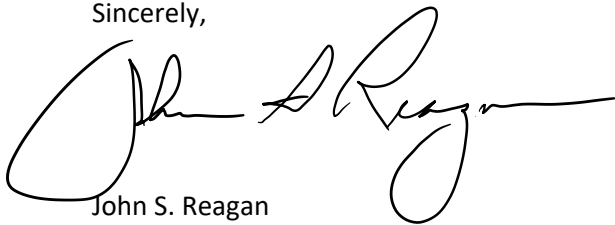
- 1. The strict application of the terms of this Ordinance will result in undue hardship unless the specific relief requested is granted.** After successfully operating for numerous years Café Winberie closed its doors due to the struggles of operating a large full-service restaurant. The space was heavily marketed by ownership, but there was a lack of interest before the COVID-19 Pandemic from other restaurant and retail operators for a variety of reasons (size, lack of parking, etc). Coming out of the COVID-19 Pandemic, there are just less restaurateurs and retailers that are actively pursuing new locations throughout the greater Chicagoland area and Oak Park.
- 2. The particular physical surroundings, shape or topographical conditions of the specific property impose a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out.** Scoville Square, surrounding buildings, and the existing streets have been in existence for years. Given the building’s configuration and historic nature of the property it would be impossible to modify the space. HBT has submitted a Certificate of Appropriateness to the Oak Park Historic Preservation

Commission and presented to the Committee on August 19, 2020. The design intent was approved with a minor accommodation.

- 3. The plight of the owner is due to unique circumstances inherent to the subject property and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question.** The property continues to remain a viable mixed-use building in Downtown Oak Park. Having HBT lease a substantial portion of the commercial component of the building will allow the building to continue to remain a strong asset in the Downtown Oak Park.

HBT looks forward to becoming an integral and long-term tenant within Downtown Oak Park.

Sincerely,

A handwritten signature in black ink, appearing to read "John S. Reagan". The signature is fluid and cursive, with a large initial "J" and "R".

John S. Reagan
Senior Vice President
Corporate Real Estate
Wintrust Financial Corporation
9700 West Higgins Road, Suite 650
Rosemont, Illinois 60018

Cc: Andy Stein, S/Point Ventures LLC
Jim Solnes, Scoville Square



Application for Public Hearing VARIANCE

YOU MUST PROVIDE THE FOLLOWING INFORMATION: IF ADDITIONAL SPACE IS NEEDED, ATTACH EXTRA PAGES TO THE PETITION.

Name of Business (if Applicable): Wintrust Financial on behalf of Hinsdale Bank & Trust Company

Address/Location of Property in Question: 141 -151 N. Oak Park Avenue

Property Identification Number(s)(PIN): 16-07-129-016

Name of Property Owner(s): Scoville Square Associates LP

Address of Property Owner(s): 137 N. Oak Park Avenue

E-Mail of Property Owner(s): jsolnes@sbcglobal.net Phone: 708.205.8000

If Land Trust, name(s) of all beneficial owners: (A Certificate of Trust must be filed.) _____

Name of Applicant(s) (if different than Property Owner): John Reagan

Applicant's Address: 9700 W. Higgins Road, Suite 650

Applicant's Contact Information: Phone 847.858.2547 E-Mail jreagan@wintrust.com

Other: _____

Property Interest of Applicant: _____ Owner _____ Legal Representative _____ Contract Purchaser Other

(If Other - Describe): Lessee of property

Property Type: 1 or 2 Family Residential Multiple-Family Commercial Mixed-Use Hospital Institutional

Zoning District: R-1 R-2 R-3(50) R-3(35) R-4 R-5 R-6 R-7
 DT (1-2-3) GC HS MS NA NC RR
 H OS I

Describe Variance Proposal: To have a financial institution within 50 feet of the street lot line at grade level on the ground floor.

Size of Parcel (from Plat of Survey): 32,035 Square Feet

Adjacent:	Zoning Districts	Land Uses
To the North:	<u>DT</u>	<u>Scoville Park</u>
To the South:	<u>DT</u>	<u>Mixed Use Building</u>
To the East:	<u>DT</u>	<u>Mixed Use Building</u>
To the West:	<u>DT</u>	<u>Retail Building</u>

Is the property in question currently in violation of the Zoning Ordinance? ___ Yes No

If Yes, how? _____

Is the property in question currently subject to any zoning relief? ___ Yes No

If Yes, how? _____

If Yes, please provide relevant Ordinance No.'s _____

Is the subject property located within any Historic District? Yes ___ No

If Yes: Frank Lloyd Wright Ridgeland/Oak Park Gunderson

From what Section(s) of the Zoning Ordinance are you requesting approval / relief?

Article: 8 Section: 3.A.1
Article: _____ Section: _____
Article: _____ Section: _____

Explain why, in your opinion, the grant of this request will be in harmony with the neighborhood and not contrary to the intent and purpose of the Zoning Ordinance or Comprehensive Plan;


Hinsdale Bank and Trust, A Wintrust community bank, will utilize the space to provide an authentic community banking experience to its various Oak Park constituencies. In addition, to offering customized banking products to consumers, we will offer on-site banking services to area small business and local not for profit organizations. Additionally residential mortgage lending, trust, and investment management expertise will be available. Financial services, offered with "hometown" accessibility, is compatible and complimentary to the retail, professional services, residential, and institutional character of the zoning district. We look forward to adding Oak Park to the more than eighty Chicago area municipalities that have come to enjoy the benefits of Wintrust engaged in its community.

I (we) certify that all the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry in or upon the premises described in this application by any authorized official of the Village of Oak Park for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

John Reagan

(Printed Name) Applicant


(Signature) Applicant

August 12, 2020
Date

Jim Solnes

(Printed Name) Owner



(Signature) Owner

Aug 12, 2020
Date

Owner's Signature must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12th DAY OF August, 2020


(Notary Public)



AMENDMENT TO TRUST AGREEMENT

Whereas, Chicago Title Land Trust Company, Trustee under the terms of a certain agreement dated December 23, 1994 and known as Trust Number 4063 /CT99004063 is presently holding the record title to certain real estate;

And, whereas, the undersigned beneficiaries own the beneficial interest in said trust;

And, whereas, said trust in accordance with the provisions thereof, terminates twenty years from the date of said agreement;

And, whereas, it is the desire of the undersigned to extend the terms of said trust for an additional twenty years,

Now, therefore, for and in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that said trust shall continue under the same terms and conditions for an additional twenty years, except however, that the compensation of the Trustee for signing deeds and other instruments shall be its current schedule of charges for services. In addition, the Trustee shall receive each year in advance for continuing to hold title to the real estate, an annual fee equal to the fee charged by the Trustee prior to the date of this amendment, or a fee as determined by the Trustee's then current rate schedule, such final fee determination to be made at the sole discretion of the Trustee.


In witness whereof, the beneficiaries have set their hands and seals, and the Trustee has caused these presents to be executed by its Trust Officer, and attached its corporate seal, on the 24th day of November, 2014.

Signature of primary beneficiary

SCOVILLE SQUARE ASSOCIATES, L.P.

By James M. Solnes, President PARK INVESTMENT
Signature: JAMES M. SOLNES
e-mail: JSOLNES@SACGLOBAL.NET
Address: 137 N. OAK PARK AVE / 406 Phone: 708-205-8000
City, State, Zip-Code: OAK PARK, IL 60301

CHICAGO TITLE LAND TRUST COMPANY

By: Margaret O'Donnell
Trust Officer


Trust No. 4063
We do hereby certify that the within consisting of 17 pages,
represents a true and correct copy of the original according to our files.

CHICAGO TITLE LAND TRUST COMPANY
As Trustee
Date: 5/14/20 By: Margaret O'Donnell

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

Principal	Loan Date	Maturity	Loan No	Call / CoH	Account	Officer	Initials
\$2,500,000.00	09-27-2001	09-30-2004	380001632			JLS	
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. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Trust No. 4063; Tom Lyon [REDACTED]; James Solnes [REDACTED]; and Scoville Square Associates, LP
111 W. Washington Ste 650
Chicago, IL 60602

Lender: NORTH SHORE COMMUNITY BANK & TRUST
1145 WILMETTE AVENUE
WILMETTE, IL 60091

Grantor: Scoville Square Associates, LP
137 N. Oak Park Avenue Suite 407
Oak Park, IL 60301

THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST dated September 27, 2001, is made and executed between Scoville Square Associates, LP ; 137 N. Oak Park Avenue Suite 407; Oak Park, IL 60301 ("Grantor") and NORTH SHORE COMMUNITY BANK & TRUST ("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 Assignment 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.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

PROPERTY DESCRIPTION. The word "Collateral" as used in this Assignment 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.

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.

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 1, 2 AND 3 IN HOLLEY AND SMITH RESUBDIVISION OF LOT 18 AND LOTS 1 AND 2 OF J. W. SCOVILLE'S SUBDIVISION OF BLOCK 17 OF KETTLESTRING'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 137 N. Oak Park Avenue, Oak Park, IL 60301. The Real Property tax identification number is 16-07-129-016-0000.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, 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 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. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes 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.

REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL. Grantor represents, warrants and covenants to Lender at all times while this Assignment is in effect as follows:

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.

Transactions Involving Collateral. Grantor makes the following representations and warranties with respect to the Property.

Additional Liens. Grantor shall not transfer, pledge, mortgage, encumber or otherwise permit the Property to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Assignment, without the prior written consent of Lender. This includes security interests even if junior in right to the security interest granted under this Assignment. 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 Lender's prior written consent. Trustee upon acceptance of this Assignment agrees to be bound by the provisions of this Assignment and to recognize and honor the power of direction as being solely vested in Lender, except as otherwise may be specified herein.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and 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 (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Assignment. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be 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 Substances. Grantor hereby (1) 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 (2) 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 Assignment 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 Assignment, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Assignment 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. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. 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 Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Assignment.

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.

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 Property are part of this Assignment:

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 any liens having priority over or equal to the interest of Lender under this Assignment, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right To Contest. Grantor or Buyer 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 or Buyer shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor or Buyer 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 or Buyer shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor or Buyer 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, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances 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 the Assignment.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value 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. 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 Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. 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 Assignment, 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 Assignment at any trustee's sale or other sale held under the provisions of this Assignment, or at any foreclosure sale of such Property.

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: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor 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 Assignment:

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 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 Assignment, 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 Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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, including without limitation, the Americans With Disabilities Act. 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, in Lender's sole opinion, 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.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Assignment:

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 incurred by 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 and documentation as may be requested by Lender from time to time to permit such participation.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture 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 guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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 Property. Lender may require Grantor to deliver to Lender all or any portion of the Property and any and all documents relating to the Property. Lender may require Grantor to assemble the Property 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 Property.

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.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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 Assignment.

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.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Assignment 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 Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Assignment and the exercise of the rights and remedies granted Lender under this. The foregoing indemnity provisions shall survive the cancellation of this Assignment as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Assignment following default hereunder.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment 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.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may judge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, and to the extent not provided by law, all reasonable expenses Lender incurs in the prosecution of this Assignment, Lender's opinion are necessary at any time for the

**COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST
(Continued)**

Cole Taylor Bank successor trustee to River Forest State Bank and Trust Company, not individually, but as Trustee, hereby acknowledges the receipt of the Collateral Assignment of Beneficial Interest to Lender, as set forth above, on 11-26, 2001, and accepts the same in accordance with the terms and provisions of the Trust Agreement numbered 4063, dated _____, and known as Trust No. 4063. Until the Assignment is released by Lender, Cole Taylor Bank successor trustee to River Forest State Bank and Trust Company agrees not to permit or allow Grantor to deal with the Trust in any manner inconsistent with the foregoing Assignment unless such act is approved in writing by Lender.

and Trust Company
Date: 11-26-01

Trustee: Cole Taylor Bank successor trustee to River Forest State Bank
By [Signature]
Trust Officer

RELEASE (AFTER PAYMENT)

The foregoing Collateral Assignment of Beneficial Interest from Scoville Square Associates, LP to NORTH SHORE COMMUNITY BANK & TRUST is hereby cancelled and released.

Date: _____

Lender: NORTH SHORE COMMUNITY BANK & TRUST
By _____
Authorized Officer

COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initials
\$50,000.00	08-02-1999	08-02-2004	0380001632	04	A500		RHM	

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: Scoville Square Associates, L.P.
 137 N. Oak Park Avenue Ste 207
 Oak Park, IL 60301

Lender: North Shore Community Bank & Trust Co.
 1145 Wilmette Ave.
 Wilmette, IL 60091

THIS ASSIGNMENT OF BENEFICIAL INTEREST IS DATED AUGUST 2, 1999, between Scoville Square Associates, L.P., whose address is 137 N. Oak Park Avenue Ste 207, Oak Park, IL 60301 (referred to below as "Grantor"); and North Shore Community Bank & Trust Co., whose address is 1145 Wilmette Ave., Wilmette, IL 60091 (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.

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 without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Scoville Square Associates, L.P., its successors and assigns

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 Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether now existing or hereafter arising, whether voluntary or otherwise, whether due or not due, absolute or contingent, direct or indirect, unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means North Shore Community Bank & Trust Co., its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated August 2, 1999, in the original principal amount of \$50,000.00 from Grantor 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 8.250%. The Note is payable in 59 monthly payments of \$1,020.07 and a final estimated payment of \$1,019.54. The lien of this Collateral Assignment of Beneficial Interest shall not exceed at any one time \$100,000.00.

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:

THAT PART OF LOT 1 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 49 FEET 11 1/8 INCHES SOUTH OF THE NORTH EAST CORNER OF SAID LOT, SAID POINT BEING AT OR OPPOSITE THE CONJECTURE OF 2 STORY AND 1 STORY BRICK BUILDING NOW LOCATED ON SAID LOT; THENCE WEST ALONG THE SOUTH FACE OF SAID 2 STORY BRICK BUILDING TO A POINT, A DISTANCE OF 54 FEET 2 INCHES (SAID POINT ALSO BEING ON RE-ENTRANT CORNER OF SAID 1 STORY BRICK BUILDING); THENCE NORTH ALONG THE WEST FACE OF SAID 2 STORY BRICK BUILDING TO A POINT, A DISTANCE OF 1 FOOT 5 INCHES (SAID POINT ALSO BEING 4 1/2 INCHES NORTH OF A CORNER OF SAID 1 STORY BRICK BUILDING); THENCE WEST AND PARALLEL TO SAID 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT, SAID POINT BEING 48 FEET 9 INCHES SOUTH OF THE NORTH WEST CORNER OF SAID LOT; IN BLOCK 1 IN HIATT'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS .

The Real Property or its address is commonly known as 801 West South Boulevard and 101-03 South Oak Park Avenue, Oak Park, IL 60301. The Real Property tax identification number is 16-07-306-020-0000.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Trust. The word "Trust" means that certain trust created by a Trust Agreement dated December 23, 1994, and known as Corus Bank, N.A. f/k/a River Forest Bank & Trust Company as Trust #4063.

Trustee. The word "Trustee" means Corus Bank, N.A..

RIGHT OF SETOFF. I grant to Lender a contractual 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 or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. 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 agrees 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, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. 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, about or from 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 on, under, about or from the Property 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; and (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, about or from 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, at Grantor's expense, 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 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 and hazardous substances. 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 of a hazardous waste or substance on the properties. 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. Without limiting the generality of the foregoing, 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, including without limitation, the Americans With Disabilities Act. 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, in Lender's sole opinion, 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. Grantor will upon request of Lender furnish to Lender advance assurances 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. 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. 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 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 an existing lien. 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 incurred by 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 Grantor to make any payment when due on the Indebtedness.

Other Defaults. Failure of Grantor 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 in any other agreement between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Agreement, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender.

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.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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 agrees 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 agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Grantor 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 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 under this Agreement shall be joint and several, 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.

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, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier or 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, notice to any Grantor will constitute notice to all Grantors. For notice purposes, Grantor will keep Lender informed at all times of Grantor'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 of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST, AND EACH GRANTOR AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 2, 1999.

GRANTOR:

Scoville Square Associates, L.P.

By: _____

Tom Lyon, General Partner

By: _____

James Solnes, General Partner

This Assignment of Beneficial Interest prepared by:

Lisa Martorana
1145 Wilmette Avenue
Wilmette, IL 60091

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)



On this 3rd day of August, 1999, before me, the undersigned Notary Public, personally appeared **Tom Lyon, General Partner of Scoville Square Associates, L.P.; and James Solnes, General Partner of Scoville Square Associates, L.P.**, and known to me to be partners or designated agents of the partnership that executed the Assignment of Beneficial Interest and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By Lisa Martorana Residing at _____
Notary Public in and for the State of ILLINOIS
My commission expires 4-1-2001

ACCEPTANCE BY LENDER

In consideration of the foregoing Collateral Assignment of Beneficial Interest for security purposes from Scoville Square Associates, L.P. to North Shore Community Bank & Trust Co. and the mutual benefits and advantages flowing between the parties and other valuable consideration, North Shore Community Bank & Trust Co. hereby accepts the foregoing Assignment, subject to all the terms and provisions of the Trust Agreement dated December 23, 1994, and known as Corus Bank, N.A. f/k/a River Forest Bank & Trust Company as Trust #4063, but North Shore Community Bank & Trust Co. hereby expressly disclaims any and all of the liabilities imposed by the Trust Agreement upon the beneficiary or beneficiaries thereof, until such time as North Shore Community Bank & Trust Co. shall exercise the rights and privileges conferred on it by the foregoing Assignment.

Date: 8/5/99
Lender: **North Shore Community Bank & Trust Co.**
By [Signature] Authorized Officer

ACCEPTANCE BY TRUSTEE

Corus Bank, N.A., not individually, but as Trustee, hereby acknowledges the receipt of the Collateral Assignment of Beneficial Interest, as set forth above, on AUGUST 5, 1999, and accepts the same in accordance with the terms and provisions of the Trust Agreement dated December 23, 1994, and known as Corus Bank, N.A. f/k/a River Forest Bank & Trust Company as Trust #4063, to North Shore Community Bank & Trust Co.. **Until the Assignment is released by North Shore Community Bank & Trust Co., Corus Bank, N.A. agrees not to permit or allow Scoville Square Associates, L.P. to deal with the Trust in any manner inconsistent with the foregoing Assignment unless such act is approved in writing by North Shore Community Bank & Trust Co..**

Date: JAN. 10, 2000
Trustee: Corus Bank, N.A.
By: [Signature]
Trust Officer

RELEASE (AFTER PAYMENT)

The foregoing Collateral Assignment of Beneficial Interest from Scoville Square Associates, L.P. to North Shore Community Bank & Trust Co. is hereby cancelled and released.

Lender: North Shore Community Bank & Trust Co.
Date: _____
By: _____
Authorized Officer

This Trust Agreement, dated this 23rd day of December

1994, and known as Trust Number 4063, is to certify that the RIVER FOREST STATE BANK AND TRUST COMPANY, a corporation of Illinois, as trustee hereunder, is about to take title to the following described real estate in COOK County, Illinois, to-wit:

LOTS 1, 2 AND 3 IN HOLLEY AND SMITH RESUBDIVISION OF LOT 18 AND LOTS 1 AND 2 OF J. W. SCOVILLE'S SUBDIVISION OF BLOCK 17 OF KETTLESTRING'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

otherwise known as 137 N. Oak Park Avenue, Oak Park, Illinois 60302 and that when it has taken the title thereto, or to any other real estate deceded to it as trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

Scoville Square Associates, L.P., an Illinois Limited Partnership

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property to his or her personal representative, and not as real estate to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the trustee hereunder. No assignment of an interest hereunder shall be binding on the trustee until an executed copy of the assignment is lodged with the trustee, and any assignment of any interest hereunder, an executed copy of which assignment shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without notice.

In case said trustee shall make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said trustee all such disbursements or advances or payments made by said trustee, together with its expenses, including its fees as trustee hereunder and reasonable attorneys' fees, with interest thereon at the rate of 7% per annum, and that the said trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with said trustee be required or privileged to inquire into the necessity or expediency of any act of said trustee, or of the provisions of this instrument.

This trust agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of said trustee.

The trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the trustee. Such resignations shall become effective ten days after the mailing of such notices by the trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled to direct the trustee in the disposition of the trust property, and the trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the trustee, then the trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the trustee may, at its option, file a complaint for appropriate relief in any court of competent jurisdiction. The trustee notwithstanding such resignation shall continue to have a first lien on the trust property for its costs, expenses and attorneys' fees and for its reasonable compensation.

Every successor trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person who may hereafter become a party hereto that said River Forest State Bank and Trust Company will deal with said real estate only when authorized to do so in writing and that it will, unless otherwise directed in writing by the then beneficiary or beneficiaries, (notwithstanding any change in the beneficiary or beneficiaries hereunder resulting from death or otherwise) on the written direction of JAMES M. SOLNES

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries, or on the

written direction of such person or persons, as may be beneficiary or beneficiaries at the time, make deeds for, or otherwise deal with the title to said real estate, provided however, that the trustee shall not be required to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. Otherwise, the trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiaries hereunder in his, her or their own right, shall have the management of said property and control of the selling, renting and handling thereof, and shall collect apply and handle the rents, earnings, avails and proceeds thereof, and said trustee shall have no duty in respect to such management or control, or the collection, handling or application of such rents, earnings, avails or proceeds, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the trustee or to bind the trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto under this trust agreement.

The RIVER FOREST STATE BANK AND TRUST COMPANY shall receive for its services in accepting this trust and in taking title hereunder the sum of \$ 125.00 ; also the sum of \$ regular per year for holding title after the 23rd day of December, 19 95, so long as any property remains in this trust; also its regular schedule fees for executing deeds and other instruments; and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

In the event additional property is taken into the within trust or in the event all or any part of the trust property is vacant and thereafter improved, the annual fee for holding title shall be adjusted to conform to the charges usually made by the trustee when a trust is established.

Notwithstanding the provisions hereof to the contrary, any beneficiary may at any time upon written notice to the trustee require that the trustee shall not act except upon written direction of all of the beneficiaries.

IN TESTIMONY WHEREOF, the RIVER FOREST STATE BANK AND TRUST COMPANY has caused these presents to be signed by its VICE President or Trust Officer, and attested by its V. P. & CONTROLLER Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said corporation, the day and date above written.

ATTEST: Michelle Perry
VICE PRESIDENT AND CONTROLLER

RIVER FOREST STATE BANK AND TRUST COMPANY
By: [Signature] VICE President & Trust Officer

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms thereof.

SCOVILLE SQUARE ASSOCIATES, L.P.,
an Illinois Limited Partnership [SEAL] Address _____
By: James M. Solnes, President [SEAL] Address _____
of Park Investment and Management, Inc., an Illinois corporation, [SEAL] Address _____
General Partner of Scoville Square Associates, L.P., an Illinois [SEAL] Address _____
Limited Partnership [SEAL] Address _____
[REDACTED] [SEAL] Address _____
[REDACTED] [SEAL] Address _____
[REDACTED] [SEAL] Address _____
[REDACTED] [SEAL] Address _____

May the name of any beneficiary be disclosed to the public? NO

To whom shall inquiries be referred? James M. Solnes, 321 S. Courtland, Park Ridge, IL 60068

Trust Agreement
AND
DECLARATION OF TRUST

RIVER FOREST STATE BANK
AND TRUST COMPANY
TRUSTEE

Dated
Trust No.

STATE OF *ILL*
COUNTY OF *COOK*

} ss.

I,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

James W. Schacht

personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and

acknowledged that *he* signed, sealed and delivered the said instrument

as *their* free and voluntary act, for the uses and purposes therein set forth,

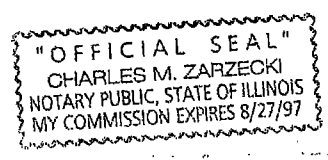
including the release and waiver of the right of homestead.

GIVEN under my hand and seal this

28th day of

A.D. 19

Charles M. Zarzecki
Notary Public



04086293

Cook County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP DEC 30 '94
P.O. 11424
595.00

04086293

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 DEC 30 PM 3:16

Deed in Trust

WARRANTY DEED
SPECIAL WARRANTY

TO

RIVER FOREST STATE BANK
AND TRUST COMPANY
TRUSTEE

RIVER FOREST STATE BANK
AND TRUST COMPANY
Lake Street and Franklin Avenue
RIVER FOREST, ILLINOIS

0 4 0 8 6 2 9 3

LOTS 1, 2, AND 3 IN HOLLEY AND SMITH RESUBDIVISION OF LOT 18 AND LOTS 1 AND 2 OF J.W. SCOVILLE'S SUBDIVISION OF BLOCK 17 OF KETTLESTRING'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
commonly known as: 137 North Oak Park Avenue, Oak Park, Illinois 60302
Permanent Index Number 16-07-129-016

04086293

758496102-2F
Trustee's Deed
Trust to Trust

96107544

This Indenture, Made this 5th day of February A.D., 19 96, between NBD BANK, an Illinois Banking Corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Corporation in pursuance of a trust agreement dated the 15th day of June 19 94 and known as Trust Number 4745-AH, party of the first part, and River Forest State Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated December 23, 1994, and known as Trust No. 4063

DEPT-01 RECORDING \$27.00
T#0012 TRAN 9065 02/08/96 09:34:00
#6896 #CG #96-107544
COOK COUNTY RECORDER

Recorder's Stamp

of 7727 West Lake Street, River Forest, Illinois 60305 party of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of Ten and no/100 Dollars, (\$10.00) and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Real Estate Transfer Tax
Oak Park \$1000
Real Estate Transfer Tax
Oak Park \$1000
Real Estate Transfer Tax
Oak Park \$200

Real Estate Transfer Tax
Oak Park \$200

COOK CO. NO. 016 247656

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
FEB-7'96 DEPT. OF REVENUE 300.00
P.B. 10686

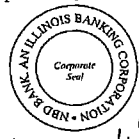
96107544

together with the tenements and appurtenances thereunto belonging. TO HAVE AND TO HOLD the same unto said party of the second part as aforesaid and to the proper use, benefit and behoof of said party of the second part forever. Common Address: 801 South Boulevard/101 South Oak Park Avenue, Oak Park, Illinois 60302 Permanent Index Number: 16-07-306-020-0000 This Document Was Prepared By: NBD Bank - Trust Division
900 E. Kensington Road
Arlington Heights IL 60004

This conveyance is made pursuant to Direction and with authority to convey directly to the Trust Grantee named herein. The powers and authority conferred upon said Trust Grantee are recited on the reverse side hereof and incorporated herein by reference.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Asst. Vice President the day and year first above written.



NBD BANK, as Trustee as aforesaid.
By Lawrence J. ...
Vice President

Attest: Wayne ... Assistant Vice President

B35
3/2/94

BOX 333-CTI

4063

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 49 FEET 11 1/8 INCHES SOUTH OF THE NORTH EAST CORNER OF SAID LOT, SAID POINT BEING AT OR OPPOSITE THE CONJECTURE OF 2 STORY AND 1 STORY BRICK BUILDINGS NOW LOCATED ON SAID LOT; THENCE WEST ALONG THE SOUTH FACE OF SAID 2 STORY BRICK BUILDING TO A POINT, A DISTANCE OF 54 FEET 2 INCHES (SAID POINT ALSO BEING ON RE-ENTRANT CORNER OF SAID 1 STORY BRICK BUILDING); THENCE NORTH ALONG THE WEST FACE OF SAID 2 STORY BRICK BUILDING TO A POINT, A DISTANCE OF 1 FOOT 5 INCHES (SAID POINT ALSO BEING 4 1/2 INCHES NORTH OF A CORNER OF SAID 1 STORY BRICK BUILDING), THENCE WEST AND PARALLEL TO SAID 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT, SAID POINT BEING 48 FEET 9 INCHES SOUTH OF THE NORTH WEST CORNER OF SAID LOT; IN BLOCK 1 IN HIATT'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 40 ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO:

Existing building and use restrictions; covenants, conditions and restrictions of record; private, public and utility easements; party wall rights and agreements, if any; existing leases and tenancies; special taxes or assessments for improvements not yet completed; installments not due as of the date hereof of any special tax or assessment for improvements heretofore completed and general taxes for the year 1995 and subsequent years.

96107544

MAPPING SYSTEM

Change of Information

6G217

Scannable document - read the following rules

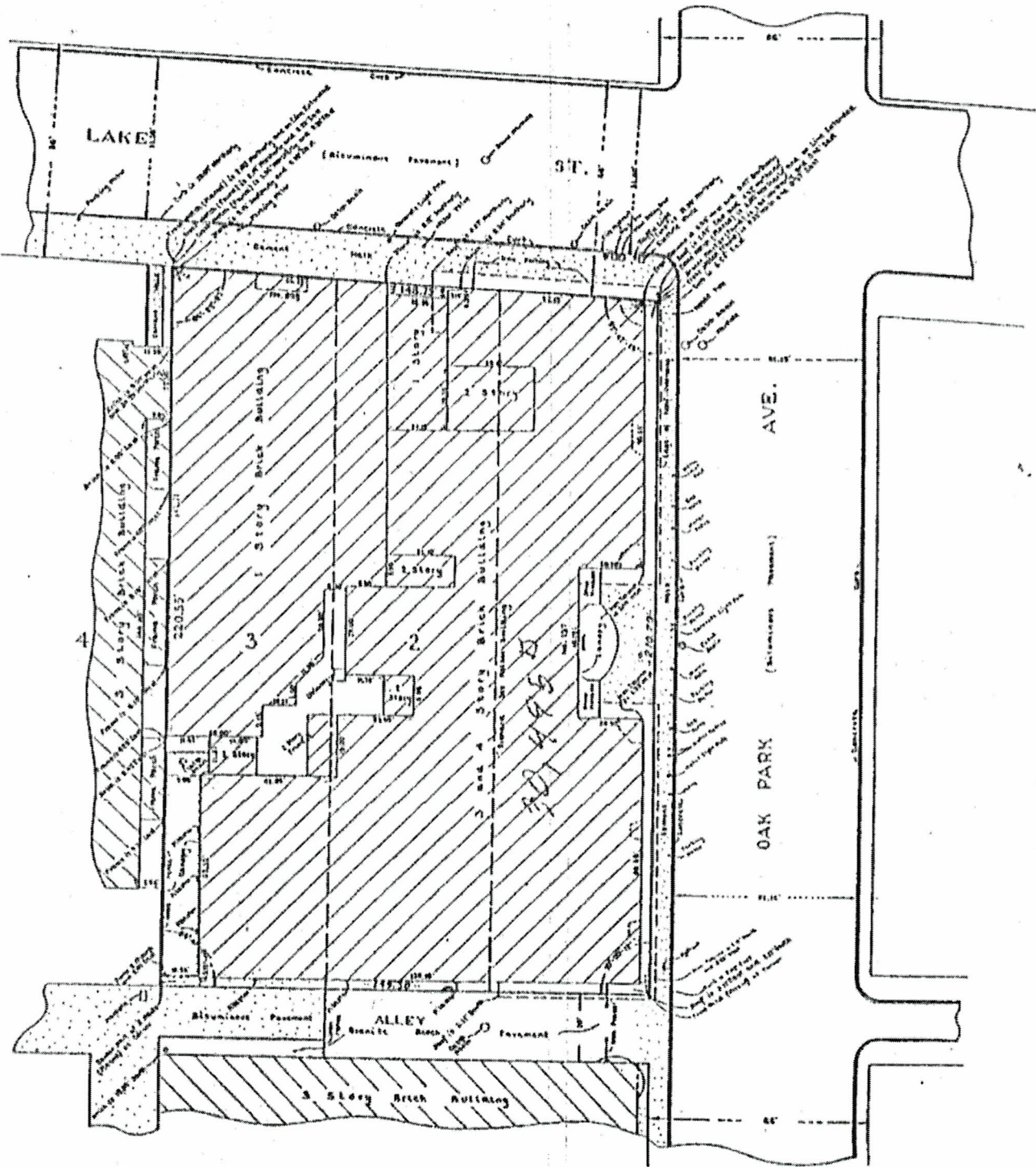
1. Changes must be kept within the space limitations shown...
2. Do Not use punctuation...
3. Print in CAPITAL letters with black pen only...
4. Do Not Xerox form...
5. Allow only one space between names, numbers, and addresses...

SPECIAL NOTE:

- If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number...
- If you don't have enough room for your full name, just your last name will be adequate...
- Property Index numbers (PIN#) must be included on every form...

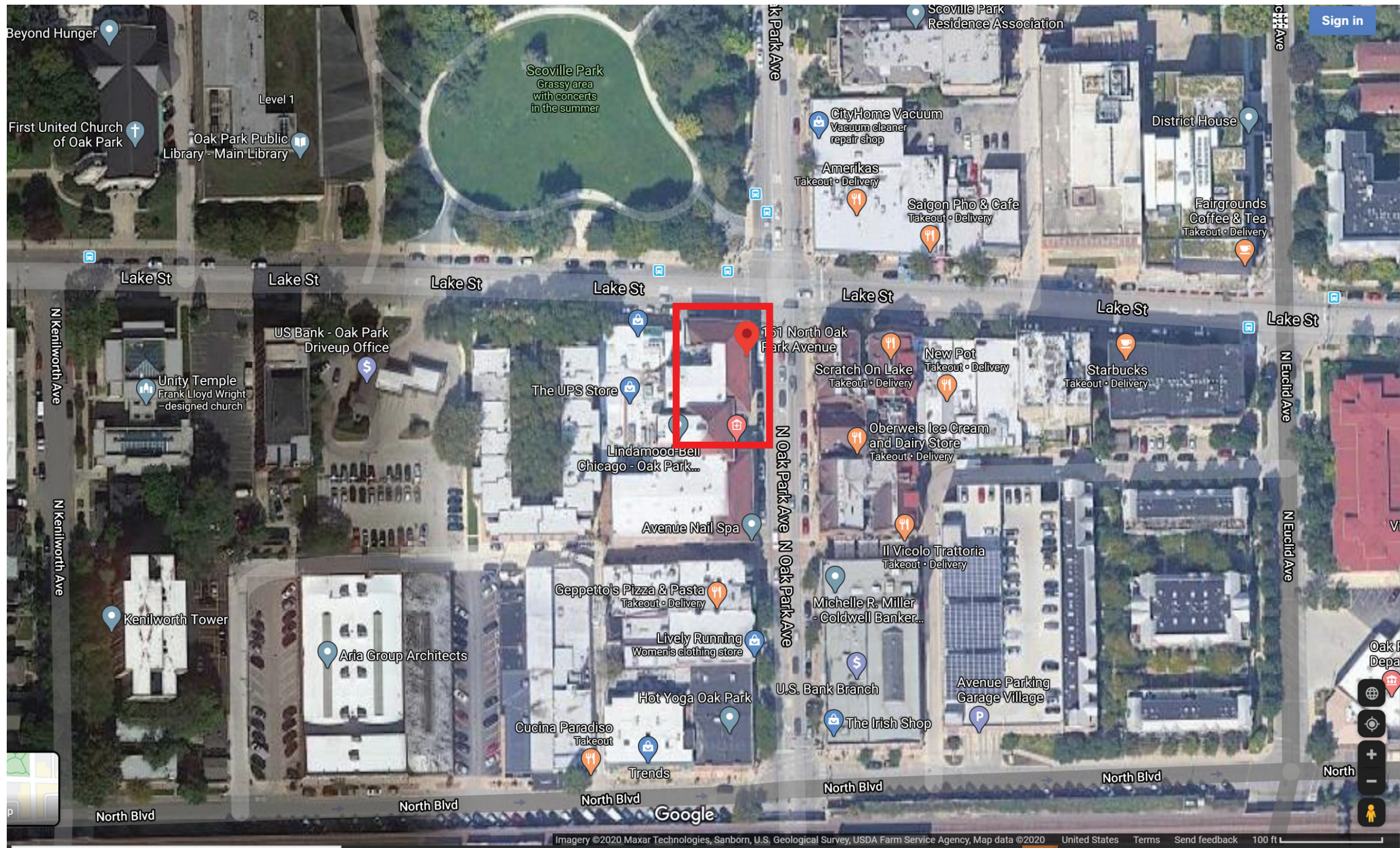
PIN NUMBER:	1	6	-	0	7	-	3	0	6	-	0	2	0	-	0	0	0	0		
NAME/TRUST#:	R	I	V	E	R	F	O	R	E	S	T	B	A	N	K	#	4	0	6	3
MAILING ADDRESS:	7	7	2	7	W	L	A	K	E	S	T.									
CITY:	R	I	V	E	R	F	O	R	E	S	T	STATE:	I	L						
ZIP CODE:	6	0	3	0	5	-														
PROPERTY ADDRESS:	8	0	1	S	O	U	T	H	B	O	A	L	E	V	A	R	D			
CITY:	O	A	K	P	A	R	K					STATE:	I	L						
ZIP CODE:	6	0	3	0	1	-														

96107544



STATE OF ILLINOIS
 COUNTY OF COOK
 SURVEYOR GENERAL
 JOHN J. ...

Survey/Plat



LOCATION PLAN

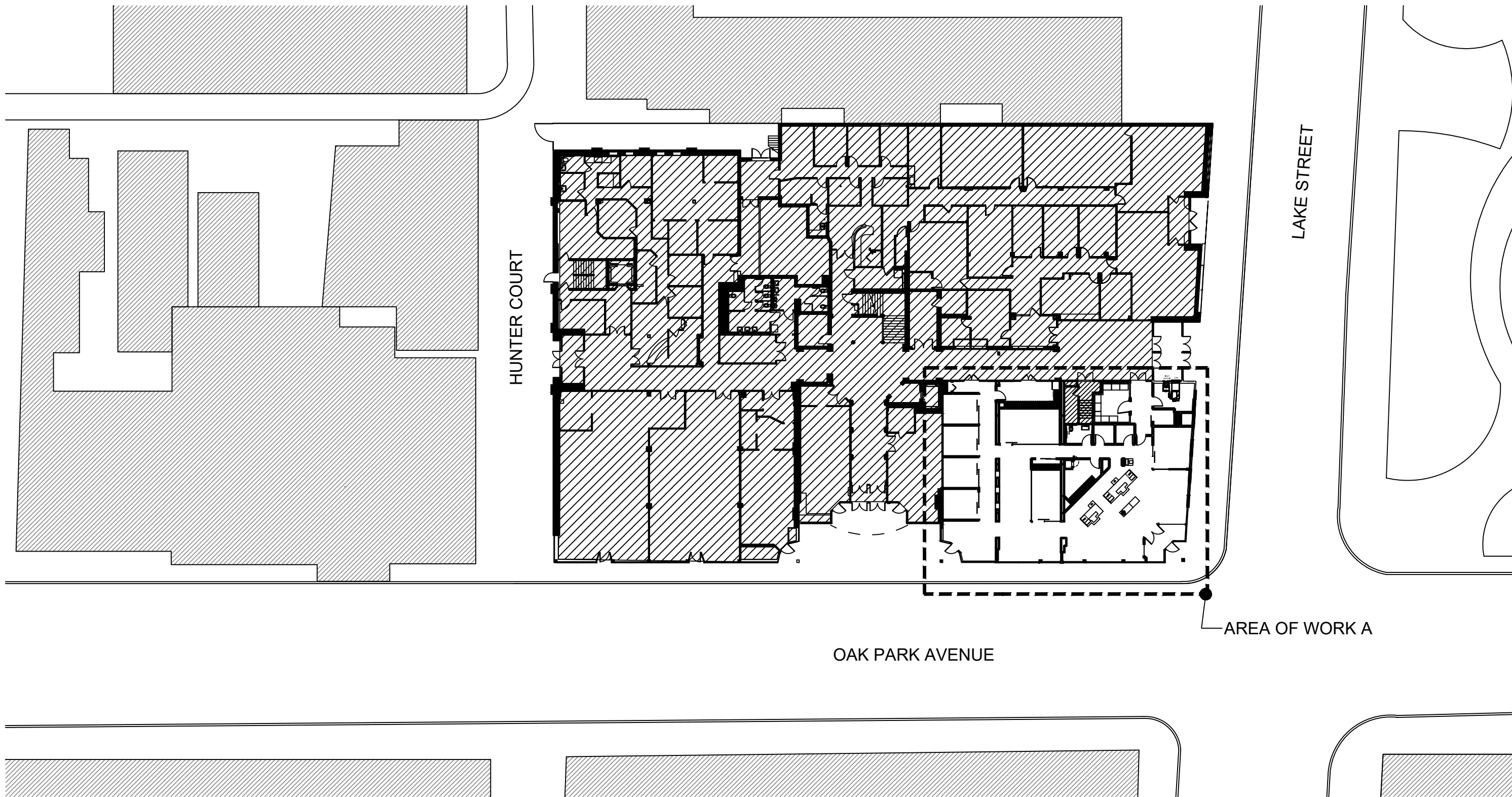


Whitney Architects, Inc.
125 N Wacker | Suite 2400
Chicago, IL 60606
T: 312.471.3776
whitneyAD.com

IL CORPORATE LIC. 184-001580

WINTRUST FINANCIAL ON BEHALF OF HINSDALE BANK AND TRUST COMPANY
151 N Oak Park Avenue
Oak Park, IL 60301

		Scale: 1/32" = 1'-0"	Job No.: 3681.04
		North:	Drawn: SP
			Chk'd: MBP
			A2
1	APPLICATION FOR VARIANCE	08.19.20	
REV.	DESCRIPTION	DATE	
ISSUES			© 2020 Whitney Architects
			Plot Date: 8/17/2020



SITE PLAN



IL CORPORATE LIC. 184-001580

WINTRUST FINANCIAL ON BEHALF OF HINSDALE BANK AND TRUST COMPANY
 137 N Oak Park Avenue
 Oak Park, IL 60301

Scale: 1/32" = 1'-0"		Job No.: 3681.04
North:	Drawn: SP	A1
	Chk'd: MBP	
1 APPLICATION FOR VARIANCE	08.19.20	
REV. DESCRIPTION	DATE	
ISSUES		
		© 2020 Whitney Architects
		Plot Date: 8/17/2020

hinsdale bank and trust

oak park bank elevations and details

Scoville Building, Oak Park, IL

08.20.2020

whitney

table of contents

- **space plan**
- **east elevation**
 - elevation
 - elevation with awning
 - enlarged elevation with sections
- **north elevation**
 - elevation
 - elevation with awning
 - enlarged elevations with options





1 OAK PARK AVE ELEVATION
SCALE: 1/4" = 1'-0"



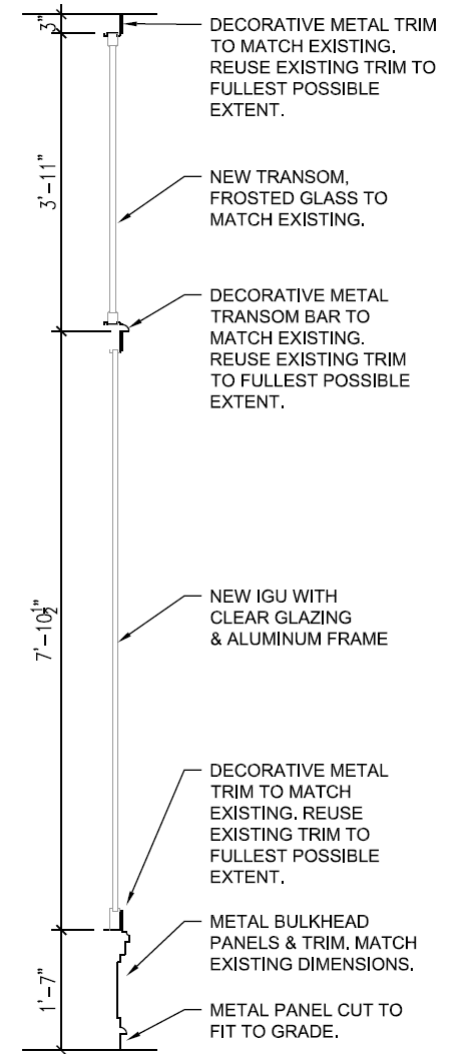
2 OAK PARK AVENUE ELEVATION - WITH AWNINGS & SIGNAGE
SCALE: 1/4" = 1'-0"

east elevation | colored rendering





3 OAK PARK AVE DETAIL
SCALE: 1/2" = 1'-0"



a SECTION AT STOREFRONT
SCALE: 1/2" = 1'-0"





4 LAKE STREET ELEVATION
SCALE: 1/4" = 1'-0"



5 LAKE STREET ELEVATION WITH AWNING & SIGNAGE
SCALE: 1/4" = 1'-0"

north elevation | colored rendering





6a LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Hemingway District Signage



6b LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Oak Park Historical Society - objects and digital signage

north elevation | enlarged colored rendering





6c LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Oak Park Historical Society - Objects



6d LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Oak Park Historical Society - Chris Ware Poster Artwork

north elevation | enlarged colored rendering





6e LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Oak Park Historical Society - Chris Ware Poster Artwork



6f LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Wintrust Branding

north elevation | enlarged colored rendering





6g LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Rotating Artist - collaboration with OP Arts Council



6h LAKE STREET DISPLAY WINDOW CONCEPTS
SCALE: 1/2" = 1'-0"

Full Digital LED Display

north elevation | enlarged colored rendering



prepared for :

hinsdale bank and trust

whitney contact :

mary beth peters
mpeters@whitneyAD.com
312.471.3753

douglas e gilbert, architect contact :

douglas e. gilbert
dgilbertarchitect@att.net
708-660-1749

designed by :

whitney

DOUGLAS E. GILBERT ARCHITECT, INC

220 SOUTH MAPLE AVENUE #41 / OAK PARK, ILLINOIS 60302 / 708.660.1749 / DGILBERTARCHITECT@ATT.NET

Photos of the Scoville Square Building (151 N. Oak Park Ave.) as it appears in July 2020 and some historic images (courtesy of the Oak Park/River Forest Historical Society).



Photo 1: Scoville Square Building as seen from the northeast corner of Oak Park Ave. and Lake St.



Photo 2: Scoville Square Building as seen from the south along Oak Park Avenue.



Photo 3: East elevation of storefronts.



Photo 4: East elevation existing recessed entry.



Photo 5: Existing east elevation recessed entry.



Photo 6: Existing east elevation recessed entry and storefronts.



Photo 7: Detail of the recessed entry bulkhead and decorative trim. The bulkhead details will be matched; the decorative trim will be reused.



Photo 8: Detail of existing transoms and awning. Note the missing column capital trim that is proposed for restoration.



Photo 9: Detail of the corner columns showing the missing base. The base will be restored as part of the project.



Photo 10: North elevation.



Photo 11: North elevation showing one bay of storefront, brick wall and clerestory windows.



Photo 12: View of north elevation showing awning and speakers to be removed. Note the grill in the third window.



Photo 13: Detail of existing clerestory windows, one with a grill.



Photo 14: Circa 1915 view of Scoville Square from the northeast.



Photo 15: Circa 1930 view of Scoville Square from the northeast. Note that the bulkheads have been changed to marble.



Photo 16: Circa 1950s view of the storefronts after the 1936 alterations. Note that all of the original storefront has been removed (the columns were retained and hidden behind the Vitrolite panels).



Photo 17: Circa 1950s view of the storefronts after the 1936 alterations of the storefronts. Note that the north elevation has large display windows and the corner entry has been eliminated.



August 12, 2020

To: Village of Oak Park Zoning Board of Appeals

From: John Lynch, Executive Director, OPEDC

Re: Letter of Support – Hinsdale Bank and Trust – 151 N. Oak Park Avenue

The Oak Park Economic Development Corporation is providing this letter in support of Hinsdale Bank and Trust's (d/b/a "Wintrust") application for a zoning variance to occupy 151 N Oak Park Avenue, principally in the space formerly occupied by Winberie's restaurant.

OPEDC has been aware of Wintrust's interest in establishing a presence in the greater downtown area of Oak Park for some time, and is supportive of their decision to locate at the intersection of Lake Street and Oak Park Avenue. The visibility and convenience provided to Wintrust by this location will help ensure success, and restoring occupancy at that corner will boost the image and performance of the Hemingway Business District located primarily along Oak Park Avenue.

Since the closure of the Winberie's restaurant, we have supported the efforts of property ownership to recruit a restaurant or retail tenant of similar quality to occupy the space. Even prior to the global pandemic and ensuing recession, securing a tenant for a space of this size and configuration, with limited parking and outdoor space, was proving difficult. Current events make such recruitment even more challenging, and even if economic conditions improve later this year and next, most real estate observers deem it unlikely that demand for retail/restaurant space will improve significantly. We believe strongly in the importance of preserving high occupancy levels in Oak Park's commercial corridors, particularly at high-visibility intersections, and we also believe that Wintrust will bring benefits to Oak Park that outweigh the cost of removing a former restaurant space from a crowded market.

With respect to those benefits, we are familiar with Wintrust's positive reputation throughout Chicagoland and believe that the addition of another community-minded bank to Oak Park will be hugely beneficial to the business community and Village as a whole. Wintrust has demonstrated a commitment to small business lending, which we believe is needed since the loss of Community Bank of Oak Park-River Forest. We have also received a commitment from Wintrust to prioritize equity in lending for historically disadvantaged populations in Oak Park. Finally, we have stated our expectation that Wintrust be a responsible and charitable corporate citizen, which they have demonstrated in other markets and offered to continue here. We are confident that Wintrust's commitments will help our business community rebound from a challenging 2020.

Thank you for your consideration.

Oak Park Economic Development Corporation
104 N. Oak Park Ave., Suite 203, Oak Park, IL 60301
708.383.3838 **Main** 708.383.3414 **Fax**

opedc.net