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**COLLATERAL ASSIGNMENT OF BENEFICIAL
INTEREST AND POWER OF DIRECTION**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, DUNDEE-LANDWEHR PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as the "Assignor"), the owner of one hundred percent (100%) of the beneficial interest under that certain Trust Agreement with LASALLE NATIONAL BANK, a national banking association dated January 9, 1986, and known as Trust No. 110740 (hereinafter referred to as the "Trustee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant a security interest in, sell, assign, transfer, set over, pledge and deliver unto FOCUS REAL ESTATE FINANCE CO., a Delaware corporation with its principal office in Chicago, Illinois (hereinafter referred to as the "Lender"), and to its successors, nominees and assigns, all of the right, title and interest of the Assignor in and under the aforesaid Trust Agreement, and in and under the beneficial interest and power of direction therein, and in and to the real property referred to or described in said Trust Agreement and in and to any and all rents, issues, profits, proceeds and avails of said property or any part thereof or interest therein, including without limitation all rents, issues, profits, proceeds and without limitation all rents, issues, profits, proceeds and avails from leases, tenancies, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof, including without limitation the sole right to manage, direct and control the property and the acts and doings of the Trustee in respect to such property.

The Assignor covenants, represents and warrants that:

(a) Except for the security interest of the Lender therein the Assignor is and shall at all times remain the owner of one hundred percent (100%) of the beneficial interest and power of direction pledged herein as collateral free and clear from any lien, pledge, security interest, encumbrance or other right, title or interest of any other person, firm or corporation, and the Assignor shall defend the collateral against all claims and demands of all persons at any time claiming any interest therein adverse to the Lender.

(b) The Assignor shall not, without the prior written consent of Lender: (i) amend the Trust Agreement; (ii) direct, suffer or permit the Trustee to execute any such amendment, conveyance, assignment, instrument, document, letter, check or the like in any way relating to the Trust Agreement or to all or any part of the property held in the Land Trust; (iii) direct, suffer or permit acknowledgement or recognition of any assignment by, or any change in the identity of, any beneficiary under the Trust Agreement; nor (iv) direct, suffer or permit any change in the identity of anyone having the power of direction of Trustee.

(c) There is now and shall at all times remain no Financing Statement on file in any public office covering any property of any kind which is included within this Assignment or intended so to be, and so long as any amount remains unpaid on any indebtedness or liabilities of the Assignor to the Lender under the Note (as defined below) or any document securing same, the Assignor will not execute and there will not be on file in any public office any Financing Statement or Statements describing or attempting to describe the collateral pledged herein, other than as security to the Lender as more fully set forth in the Security Agreement of even date herewith.

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JAN 24 1986