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ABI - Duplicate

SECURITY ASSIGNMENT

86055925

Or conditioning a loan of Six Thousand Nine Hundred Eighty and no/100 Dollars (\$6,980.00), made by UNIVERSITY NATIONAL BANK of CHICAGO (hereinafter called "Creditor") to the undersigned (hereinafter called "Debtor"), evidenced by a Note of Debtor to Creditor of even date herewith, and in order to secure payment of the same, and of all extensions and renewals thereof, and of all of Debtor's other indebtedness, liabilities and obligations to Creditor, direct or indirect, joint or several, absolute or contingent, whether now or hereafter existing, and however created, arising or acquired by Creditor (all of which are hereinafter collectively called the "Obligations"), together with all costs and expenses, including reasonable attorneys' fees, incurred by Creditor in the collection thereof:

- l. Debtor assigns, sells, transfers and sets over unto Creditor a security interest in all our rights, titles, powers, privileges and beneficial interest (herein collectively referred to as the "Beneficial Interest") in and to All (100%) of the entire beneficial interest in, to and under that certain trust agreement sated the 5th day of August , 1971, and known as Trust Number 9122 at CHICAGO CIAT BANK AND TRUST COMPANY, Chicago, Illinois.
- 2. Debtor warrants and agrees: that he will not sell, transfer or encumber said beneficial interest and he will not direct the trustee to lease, sell, transfer or encumber any of the property in said trust (nor suffer nor permit any one else to do so) without the prior written consent of Creditor filed with the trustee of said trust; that he will pay all taxes now or hereafter levied or assessed against the property in said trust and before the same become delinquent, and will promptay pay and discharge any and all liens now or hereafter chargeable against said property, and will keep all improvements on real estate in said trust insured against loss by fire, windstorm, and other perils covered by so-called extended coverage insurance, with loss payable clause in favor of Creditor, in such insurance companies and in such form as shall be approved by Creditor from time to time; and that Debtor will deposit such insurance policies, or certificates thereof, with Creditor; and Debtor further agrees that if Debtor shall fail (i) to pay any such taxes or (ii) to pay and discharge any such lien or (iii) to maintain such insurance in force or deposit such policies or certificates thereof with Creditor, then Creditor may, but need not, may such taxes or liens or procure and pay for such insurance, as the case pay such taxes or liens or procure and ray for such insurance, as the case may be, and the amounts so advanced and paid by Creditor shall become so much additional indebtedness secured hereby and roull be payable on demand with interest thereon at the rate of 7% per annum. Pebtor further agrees that the waiver of condonation of any default in the performance by Debtor on any of the terms, conditions or covenants of this agreement or of said note shall not constitute a waiver of any other or subsequent breach.
- 3. In the event Debtor shall default (a) in payment of said Note or any of the Obligations secured hereby, or any installment the pol, at the stated or accelerated maturity thereof, or (b) in keeping or performing the agreements of Debtor in this or any other agreement between Debtor and Creditor, then, and in any such event, Creditor shall have all of the rights, options, and remedies respecting the sale or other disposition of said beneficial interest and the collection of any deficiency as are provided in the Uniform Commercial Code of Illinois as well as those provided in said Note, together with tra right to recover (from Debtor or out of the proceeds of said beneficial interest) reasonable attorneys' fees and legal expenses incurred by Creditor in the exercise of such rights, options, and remedies; and Debtor shall have all rights of redemption and other rights to which Debtor is entitled under said Code, it being understood, however, that Debtor hereby waives all rights under said Code that may be legally waived, and that ten (10) days notice by Creditor to Debtor, exclusive of Saturdays, Sundays and legal holidays, of any public sale or of the time after which any private sale or other intended disposition of said beneficial interest is to be made, is reasonable notification thereof under said Code.

Creditor shall have the unqualified right in connection with any such sale of said beneficial interest to execute and deliver an assignment of said beneficial interest to the purchaser at any such sale free of any right of redemption by Debtor, and upon the filing thereof with the Truste of said trust, said Trustee may recognize said assignee as the absolute owner of said beneficial interest for any and all purposes whatsoever and may act on directions of such assignee without any liability or obligation to Debtor whatsoever, irrespective of whether such sale is in fact valid or proper and without inquiry into the validity of propriety of such assignment, and irrespective of any notice whatsoever from Creditor or any other person, unless and until said Trustee is

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served with an order of court prohibiting further action by the Trustee upon the direction of such assignee.

- 4. Debtor agrees to join with Creditor in executing such financing statements under said Code and any written directions to the Trustee with respect to this security assignment as Creditor may from time to time reasonably require, and Debtor will pay, or reimburse Creditor for all costs of filing any financing, continuation or termination statements under said Code. Debtor further agrees that the Trustee of said trust shall continue to recognize this assignment of Debtor's said beneficial interest until such time as a written release thereof signed by Creditor is filed with said Trustee.
- 5. This agreement shall be binding upon and inure to the benefit of Debtor and Creditor and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Trustee of said Trust and its successors. Debtor agrees that any notices by Creditor to Debtor hereunder shall be sufficiently delivered when deposited in the mail in a wrapper addressed to Debtor at ub address of the first Debtor to sign this agreement, with first class postage prepaid. If more than one person signs this agreement as "Debtor", the word "Debtor", as used herein, shall mean "all of the Debtors, and each or any of them", and in such case they are all jointly and severally bound hereby. Creditor is hereby authorized to complete any blank spaces in this agreement or in the Note evidencing said loan hereby, according to the terms upon which said loan is granted by Creditor.

Executed in duplicate this 12th day of November , 19 95
anna LSukers
Beneficiary-Debtor Address
0/
Beneficiary-Debtor Address
ACCEPTA NC E

We accept the forgoing security assignment upon and subject to all of the provisions of said trust agreement.
University National Bank 1354 E. 55th Street
Thirty Chicago, Illinois 60615
74,
\(\sigma\)
Received a duplicate of the forgoing security assignment and acceptance, at Chicago, Illinois, this day of A.D. 19
CHICAGO CITY BANK AND TRUST COMPANY
As Trustee as aforesaid
Ву

(Note: This assignment should be executed in duplicate by both assignor and assignee and one copy lodged with Trustee. The Bank assumes no responsibility for the validity or sufficiency of the forgoing assignment or acceptance.)

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