

UNOFFICIAL COPY

-88-468808

ACCOUNTS RECEIVABLE COLLATERAL SECURITY AGREEMENT

HOLY FAMILY HOSPITAL, an Illinois not-for-profit corporation, (hereinafter "Lender"), and SAINT MARY OF NAZARETH HOSPITAL CENTER, an Illinois not-for-profit corporation, (hereinafter "Hospital"), in consideration of a certain loan made by the Lender to the Hospital and the covenants and undertakings herein, agree as follows:

1. Loan. Lender did loan Hospital on or about October 2, 1987, the sum of ONE MILLION DOLLARS (\$1,000,000.00) of which EIGHT HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY THREE and 34/100ths (\$833,333.34) DOLLARS of principal remains unpaid and on which there is unpaid interest through July 31, 1988, of FORTY TWO THOUSAND SEVEN HUNDRED SIXTY SIX and 21/100ths (\$42,766.21) for a total amount due under said loan as of August 1, 1988, of EIGHT HUNDRED SEVENTY SIX THOUSAND NINETY NINE and 55/100ths (\$876,099.55). On August 1, 1988, Hospital executed a Note in favor of lender in the amount of EIGHT HUNDRED SEVENTY SIX THOUSAND NINETY NINE and 55/100ths (\$876,099.55) DOLLARS.

2. Grant of Security Interest. As security for its liability on the above-described Note, the Hospital hereby assigns, transfers, sets over and pledges to the Lender, and grants to the Lender a continuing security interest in the right, title and interest of Hospital in and to its patient accounts receivable, which include payments from patients for medical services rendered to them and payments from third party payors, including Medicare and the Illinois Department of Public Aid.

UNOFFICIAL COPY

-2-

otherwise.

available to Lender under the Note or Notes then outstanding or the Lender by the Uniform Commercial Code of Illinois or to exercise all or any of the rights and remedies afforded to and to enforce payment of the outstanding indebtedness may proceed to enforce payment of the outstanding indebtedness become immediately due and payable at Lender's option. Lender period, all of such loans and other indebtedness secured shall hospital has not cured the default within thirty (30) day which thirty (30) days prior written notice and provided that the provisions of this agreement, the hospital shall be in default. secured herein, or shall fail to observe or perform any of the under this agreement or any other indebtedness of the hospital shall fail to pay when due any amount payable and any loans made 4. Default of Hospital and Remedies of Lender. If hospital Lender.

proceeds and any other property constituting security to the interest in and facilitate the collection of accounts, its out the terms of this agreement, and to perfect its security writing which may be necessary or convenient to Lender to carry deliver to Lender any instrument, document, assignment or other Lender for the cost of filing the same; that it will execute and collateral for loans made under this agreement and reimbursement desire to file in order to protect its security interest in any form satisfactory to Lender, which Lender may at any time agrees that it will sign such financing statement or statements, 3. Covenants of Hospital. The hospital covenants and

UNOFFICIAL COPY

Property of Cook County Clerk's Office
Unauthorized use or distribution prohibited

UNOFFICIAL COPY

-3-

- 80865-1
- (whether or not longer than the original compromise, extend or renew for any period part of the accounts receivable, or surrender, release or exchange all or any nature of any party with respect thereto.
- a) Extend or renew for any period (whether or not longer than the original period) or release or compromise any obligation of any hereunder, take all or any of the following actions:
- the hospital and without releasing hospital from any obligations before or after the occurrence of a default, without notice to 6. Lender's Rights. Lender may, from time to time, whether hereunder,
- accounts receivable to the security interest obligations hereunder and subject the executive this agreement, perform its hospital has the full power and authority to plan the security interest hereunder, and of all liens and claims whatsoever, other lawful owner of the accounts receivable free b) hospital is and will at all times be the file at any public office.
- with respect to accounts receivable is on a) No presently effective financing statement the date hereof and at all times hereafter that:
5. Warranties of Hospital. Hospital warrants that as of
- Property of Cook County Clerks Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88468808

-58-468809



UNOFFICIAL COPY

-4-

Property Of Cook County Clerk's Office

SECRETARY

ATTEST:

PRESIDENT

PRESIDENT

HOLY FAMILY HOSPITAL,
SAINT MARY OF NAZARETH
HOSPITAL CENTER, an Illinois
not-for-profit corporation
an Illinois not-for-profit
corporation

executed this 16th day of September, 1988.

IN WITNESS, the parties have caused this Agreement to be
all security.

parties with respect to all notes evidencing loans and any and
constriction of this Agreement, and the rights and duties of the

8. CONSTRUCTION. The laws of Illinois shall govern the
other person, firm or corporation.

or assigns of Lender, but shall not injure to the benefit of any
upon and injure to the benefit of the parties and the successors
7. BENEFIT OF AGREEMENT. This Agreement shall be binding

party with respect to any other security.

date) any obligations, of any nature, of any

UNOFFICIAL COPY

Property of Cook County Clerk's Office